

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

RATING
N/A

PAGE OF
1

PAGES
65

2. CONTRACT NUMBER

3. SOLICITATION NUMBER
HSFE70-14-R-0005

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY
Federal Emergency Management Agency
Office of Acquisition Management

500 C Street, S.W., PP 5th Floor
Washington DC 20472

CODE

8. ADDRESS OFFER TO (If other than Item 7)
Same As Block #7 For Address

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 _____ until 12:00PM _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME
Rahsaan A. Edwards

B. TELEPHONE (NO COLLECT CALLS)
AREA CODE NUMBER EXT.
202-646-5786

C. E-MAIL ADDRESS
Rahsaan.Edwards@fema.dhs.gov

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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT
(See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS
(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME AND ADDRESS OF OFFEROR

DUNS: CODE FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

15B. TELEPHONE NUMBER
AREA CODE NUMBER EXT.

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(a) () ☐ 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY
Federal Emergency Management Agency/FFC CODE

P.O. Box 9001
Winchester, VA 22604
PHONE: FAX:

26. NAME OF CONTRACTING OFFICER (Type or print)

Armetia Cato
Contracting Officer

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 PRICE/COST SCHEDULE**

See Section J: Attachment 1 (Pricing)

B.2 MINIMUM AND MAXIMUM ORDERING LIMITATION

The guaranteed minimum order for the life of the contract is 20 units. Issuance of a single order or a series of orders having a cumulative value equal to or greater than the minimum guarantee satisfies the guarantee. The exercise of an option does not re-establish, or result in an increase to, the contract minimum guarantee or contract lifetime ceiling. The contract maximum is \$517 Million for the base year and all option periods, if options are exercised. The contract maximum is not a contractual guarantee.

B.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 20 of any combination of types of Manufactured Housing Units, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 6000 (2500 - Small Business) of any combination of types of Manufactured Housing Units;

(2) Any order for a combination of items in excess of 6000 (2500 - Small Business) of any combination of types of Manufactured Housing Units; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

B.4 ITEMS TO BE ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and delivery orders as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the items as required by the contract.

186 **B.5 CONSIDERATION and PAYMENT -- FIXED-PRICE**

187 (a) Total payment(s) will be made upon the satisfactory completion and Government acceptance
188 of all requirements under the contract.

189 (b) Supplies may be ordered at any time during the effective period of performance. Delivery
190 orders will be issued in accordance with the Section G.5; clause entitled "Delivery order
191 Procedures." The aggregate dollar amount/quantities of all delivery order funding obligations
192 shall not exceed the maximum order of this contract as specified in the Section B.2 "Maximum and
193 Minimum Ordering Limitation".

194 **END OF SECTION B**

195

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Statement of Work
Manufactured Housing Units
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)

C.1 BACKGROUND

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended and related authorities, as of April 2013 authorizes the Federal Emergency Management Agency (FEMA) to provide temporary housing units, acquired by purchase or lease, directly to individuals or households who, because a lack of available housing would be unable to make use of financial assistance. The Stafford Act also describes the decision criteria for determining which types of assistance will be provided; Stafford Act, Section (408)(b)(2)(B). Considerations include cost effectiveness, convenience to the individuals and households, and other factors the President may deem appropriate.

One of the temporary housing methods that FEMA exercises is providing Manufactured Housing Units (MHUs). MHUs are constructed to meet the Housing and Urban Development (HUD) standards as set forth in 24 CFR 3280 (Manufactured Home Construction Safety Standards, et. seq.). FEMA may refer to 24 CFR 3280 et. seq. as “HUD Code” as part of this solicitation.

In order to meet this mission requirement, FEMA procures and stores MHUs at Manufactured Housing Storage Sites (MHSS), delivers MHUs from storage to disaster field operations and places orders for direct delivery to field disaster operations. To meet the needs of disaster survivors, FEMA procures the following types of units: Express one (1) bedroom, one (1) bedroom, two (2) bedrooms, and three (3) bedrooms.

Additionally, FEMA procures MHUs to support disaster survivors with access and functional needs. Manufactured housing built to meet this requirement must be built in accordance to Architectural Barriers Act (ABA), 42 U.S.C. 4151-4157. The current construction requirements for the ABA are the Uniform Federal Accessibility Standards (UFAS 1984).

C.2 GENERAL REQUIREMENTS**MHU Units**

The contractor shall provide all labor and material to produce and deliver to FEMA the following types of MHU’s manufactured in accordance with 24 CFR 3280, *the Statement of Work (SOW) in*

229 *Section C, and the FEMA Rugged Base Performance Requirements, Version BB (Section*
230 *J: Attachment 2) included in the contract.*

231

232 Note: In the Rugged Base Performance Requirements there are series of numbered shalls (“Shall (#”).
233 For each numbered shall (“Shall (#”), the Offeror must complete and submit the Rugged Based
234 Requirements Matrix (Section J: Attachment 3) to demonstrate compliance.

235 Types of MHUs:

236 Express One Bedroom MHU Standard “FEMA” Southern
237 Express One Bedroom MHU Standard “FEMA” Northern
238 Express One Bedroom MHU UFAS “FEMA” Southern
239 Express One Bedroom MHU UFAS “FEMA” Northern
240 Express One Bedroom MHU Standard “FEMA” CONUS
241 Express One Bedroom MHU UFAS “FEMA” CONUS

242 One Bedroom MHU Standard “FEMA” Southern
243 One Bedroom MHU Standard “FEMA” Northern
244 One Bedroom MHU UFAS “FEMA” Southern
245 One Bedroom MHU UFAS “FEMA” Northern
246 One Bedroom MHU Standard “FEMA” CONUS
247 One Bedroom MHU UFAS “FEMA” CONUS

248 Two Bedroom Standard MHU “FEMA” Southern
249 Two Bedroom Standard MHU “FEMA” Northern
250 Two Bedroom UFAS MHU “FEMA” Southern
251 Two Bedroom UFAS MHU “FEMA” Northern
252 Two Bedroom MHU Standard “FEMA” CONUS
253 Two Bedroom MHU UFAS “FEMA” CONUS

254 Three Bedroom Standard MHU “FEMA” Southern
255 Three Bedroom Standard MHU “FEMA” Northern
256 Three Bedroom UFAS MHU “FEMA” Southern
257 Three Bedroom UFAS MHU “FEMA” Northern
258 Three Bedroom MHU Standard “FEMA” CONUS
259 Three Bedroom MHU UFAS “FEMA” CONUS

260 The contractor shall include a $\frac{3}{4}$ bathroom in all three (3) bedroom units (both UFAS and
261 non-UFAS).

262 *CONUS units are units that can be deployed to any location in the contiguous United States*
263 *meaning any area in the continental United States not including Alaska. If the Offeror elects to*

design and propose CONUS units, the Offeror is not required to submit and propose designs in the proposal for the Northern and Southern variation. For Proposal instructions refer to Section L.

FEMA requires a UFAS/non-UFAS configuration for each unit type: 3 bedroom, 2 bedroom, 1 bedroom and Express 1 bedroom, regardless of the thermal zone rating ([Northern/ Southern] or CONUS.) Note: FEMA's inventory requires that MHUs are able to be installed anywhere in CONUS. The inventory can consist of either both northern and southern units or CONUS units. When proposing for this solicitation an Offeror may submit proposals for either Northern/Southern thermal zone MHUs or for MHUs that have CONUS thermal ratings. The Offeror does not have to propose all three types of MHUs.

A) All MHU's shall accommodate daily living essentials (e.g. cooking, sleeping, security, sanitation).

B) All MHU shall be delivered to FEMA is a condition that is safe, free from defects as well as free from hazards including sharp edges.

C) All MHU's shall be built to last at a minimum for 5 years in storage and 18 months of occupancy. The 5 years and 18 months period start after FEMA acceptance.

D) The contractor shall ensure that all MHUs are built to meet the definition of Fit and Finish below:

Fit

Fit is defined as how well the workmanship is, and how the workmanship affects the functionality of a product or its components. Fit deficiencies include: defects in materials or workmanship that materially or visually affect the functionality or appearance of a feature, product, or component of a dwelling, in whole, or in part. A bad fit includes: a fit is either too loose (e.g., gap, play, flex, rattle, etc.) or too tight (e.g., hard to operate, scratches caused by rubbing, etc.)

Finish

Finish is defined as the completeness of the work in the intended manner.

Finish deficiencies include: visible scuffs, scratches, smudges, chips, stained surfaces, or finishes, but, does not include minor imperfections of finishes (natural or synthetic) that do not materially detract from the appearance of the finish as a whole, or whose existence remains a matter of subjective judgment only. Poor finish includes: visible surface imperfections, burrs, spots, etc.

Fit and Finish Inspection Evaluation

FEMA will utilize *"The Residential Construction Performance Guidelines, version 4," which is published by the National Association of Home Builders* (Available for purchase

from National Association of Home Builders) as the basis for the parameters to conduct evaluations for Fit and Finish inspections.

Performance standards, tolerances or guidelines, including those applicable to the “fit and finish” of cabinets, flooring, interior and exterior walls, countertops, paint finishes, and trim will be used.

If no specific standard, tolerance or guideline is contained in any of the contract documents, generally accepted building practices and standards *shall* apply.

Quality “Fit and Finish” applies to both the exterior and interior.

E) The contractor shall use the most stringent requirements when building MHUs for FEMA. This shall include voluntary standards developed by industry, manufacturer’s instructions and regulations.

F) All materials and components used in the production of the MHU’s under this contract shall be new.

C.3 CERTIFICATION

The contractor shall maintain, and have available for FEMA inspection, HUD Certification, as evidenced by a Certification Report prepared by a Design Approval Primary Inspection Agency (DAPIA) for manufactured homes built by each manufacturing facility used for production under this contract.

Additionally, the contractor shall maintain and have available an approved MHU design issued by a Design Approval Primary Inspection Agency (DAPIA) (including any production changes).

These DAPIA certified MHU designs shall be submitted to FEMA as part of the Offeror proposal as described in Section L. In addition, the contractor shall submit a revised certified design whenever a modification of structural design occurs.

Approved DAPIA certifications shall be available for FEMA inspection at each manufacturing facility.

Manufacturing facilities shall maintain an In-House Primary Inspection Agency (IPIA) certification to make sure the construction standards comply with the HUD Code

Alternative construction shall be in accordance with 24 CFR 3282.14 (alternative construction of manufactured homes).

C.4 DESIGN/MATERIAL CHANGES/VARIANCES

During the performance of this contract, the contractor shall obtain Government acceptance and approval from the contracting officer if the contractor wants to change/vary the design or any

332 materials or otherwise vary from the FEMA Rugged Base Performance Requirements and/or the
 333 contractor's proposed response to the solicitation.

334 The following protocol shall be observed for all requests for changes/variance. FEMA will not
 335 accept or approve any requests that do not include the documentation described below.

336 Additionally, requirements deemed to negatively impact unit performance, or that may adversely
 337 affect occupant safety, will not be approved.

Documentation Required	
Justification	<ol style="list-style-type: none"> 1. A statement from the contractor listing the reason that a request to change/variance is being made. The contractor must also include a description of the original construction method or materials and the proposed alternative. 2. A copy of the page(s) from the proposal/contract where the original construction method or material was listed (highlight section).
Safety	<ol style="list-style-type: none"> 3. If applicable, provide the Material Safety Data Sheet (MSDS) for the original material. 4. If applicable, provide the MSDS for the substituted material. 5. A letter from the vendor's original accredited 3rd party engineer or agency stating: <ul style="list-style-type: none"> • How the proposed change/variance meets or exceeds the original requirements of the solicitation? • What, if any, affect the change/variance has on the code (regulations) certification. Note: If the change/variance affects the certification, how would the code certification be met? • List of all potential benefits and detriments of the proposed substitution(s) to unit performance and occupant safety.
Cost/ Timeliness	<ol style="list-style-type: none"> 6. How does the proposed substitution affect the overall unit cost? (List the original unit cost vs. the new unit cost) 7. A statement describing how the substitution could adversely or positively affect ramp-up time, production schedule and/or delivery schedule. Provide a chart that shows the original proposed production/delivery schedule along with the new proposed production/delivery schedule.
24 CFR 3282 compliance	<ol style="list-style-type: none"> 8. The contractor shall provide any design change approvals from their DAPIA as is required under 24 CFR § 3282.362 (b)(5). Design change approval or a letter from the DAPIA stating that no design change approval is required under the listed sub part. 9. The contractor shall perform any quality assurance manual changes that result from any design change request from their DAPIA as is required under 24 CFR § 3282.362 (c)(4). A manual change approval or a letter from the DAPIA stating that no manual change approval is required under the listed sub part.

Acceptance of Change notification	<p>10. If FEMA approves a design/material change/variance, then the contractor shall provide a letter from their IPIA stating that they have been notified of the design/material change/variance and any change to the quality assurance manual that such change was required.</p> <p>11. The Contractor shall warrant any material change/variance.</p>
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339 Changes and modifications are not considered to have final approval if a HUD Alternative Construction
 340 Letter is required. Only after HUD grants an Alternative Construction Letter can the change be accepted
 341 or approved.

342 C.5 FIRST ARTICLES

343 The contractor shall complete first article units (one of each unit type requested by FEMA) and
 344 have them ready for the Government for first article inspection at the test facility (contractor site).
 345 *Refer to Section E.2 for additional details.*

346 Note: FEMA requires either Northern and Southern MHUs **OR** CONUS MHU's as deliverables
 347 under this contract. If a Contractor proposes Northern and Southern MHUs then the Contractor
 348 shall produce one (1) of each (Northern and Southern) of each individual MHU type for the initial
 349 first article inspection. If a Contractor proposes CONUS MHUs then the Contractor shall produce
 350 one (1) CONUS unit of each individual MHU type for the initial first article inspection.

351 If Northern/Southern MHUs are proposed, the required MHUs for first article inspection are:

Unit Size	UFAS/Non UFAS (Standard)	Thermal Zone
Express One Bedroom	Standard	"FEMA" Southern
Express One Bedroom	Standard	"FEMA" Northern
Express One Bedroom	UFAS	"FEMA" Southern
Express One Bedroom	UFAS	"FEMA" Northern
One Bedroom	Standard	"FEMA" Southern
One Bedroom	Standard	"FEMA" Northern
One Bedroom	UFAS	"FEMA" Southern
One Bedroom	UFAS	"FEMA" Northern
Two Bedroom	Standard	"FEMA" Southern
Two Bedroom	Standard	"FEMA" Northern
Two Bedroom	UFAS	"FEMA" Southern
Two Bedroom	UFAS	"FEMA" Northern
Three Bedroom	Standard	"FEMA" Southern
Three Bedroom	Standard	"FEMA" Northern
Three Bedroom	UFAS	"FEMA" Southern
Three Bedroom	UFAS	"FEMA" Northern

352

353 If CONUS MHUs are proposed, the required MHUs for first article inspection are:

Unit Size	UFAS/Non UFAS (Standard)	Thermal Zone
Express One Bedroom	Standard	“FEMA” CONUS
Express One Bedroom	UFAS	“FEMA” CONUS
One Bedroom	Standard	“FEMA” CONUS
One Bedroom	UFAS	“FEMA” CONUS
Two Bedroom	Standard	“FEMA” CONUS
Two Bedroom	UFAS	“FEMA” CONUS
Three Bedroom	Standard	“FEMA” CONUS
Three Bedroom	UFAS	“FEMA” CONUS

354

355 Inspection: The characteristics that the first article shall meet are specified in *Section E.2*

356 Delivery: The Contractor shall provide first Article units (one of each unit type requested by
357 FEMA) as defined in *Section E.2*.

358 **C.6 MHU PRODUCTION**

359 The contractor shall adhere to the production as defined in the solicitation and any delivery order.

360 FEMA will award Indefinite Delivery, Indefinite Quantity (IDIQ) contracts to one or more
361 contractors and issue delivery orders for specific requirements. While these requirements will
362 vary, the contractor or contractors shall maintain a minimum production capacity sufficient to
363 produce and ship the following units:

364 1) Production Capacity requirement: Other than Small Business

365 The minimum production rate shall be; 50 MHUs (combined rate) per week (threshold) or 75
366 MHUs (combined rate) per week (objective). Combined rate means that the contractor can
367 produce, ship and deliver different types of units where the total adds up to 50 units weekly.

368 Examples of combined rate:

- 369 (15) Express units, (20) 2 bedroom units, and (15) 3 Bedroom units = 50 (Total/week)
- 370 (15) Express units, (15) 2 bedroom units, and (20) 3 Bedroom units = 50 (Total/week)
- 371 (50) Express 1 bedroom units (Total/week)
- 372 (50) 1 Bedroom units (Total/week)
- 373 (50) Three (3) bedroom units (Total/week)

374 The contractor will have four (4) weeks to ramp up to initial production with an additional (2)
375 weeks to ramp up to full minimum or proposed production rate.

376 Note: For simplicity, in the examples above FEMA is excluding the unit variances: 1) UFAS or
377 Non UFAS 2) Northern/Southern or 3) CONUS

378 2) Production Capacity requirement: “Small Business”

379 The minimum production rate shall be: 30 MHUs (combined rate) per week (threshold) or 40
380 MHUs (combined rate) per week (objective). Combined rate means that the contractor can
381 produce and ship different types of units where the total adds up to 30 units.

382 Examples of combined rate:

383 (15) Express units, (10) 2 bedroom units, and (5) 3 bedroom units = 30 (Total/week)
384 (10) Express units, (10) 2 bedroom units, and (10) 3 bedroom units = 30 (Total/week)
385 (30) Express units (Total/week)
386 (30) 1 Bedroom units (Total/week)
387 (30) Two (2) bedroom units (Total/week)

388 The contractor will have four (4) weeks to ramp up to initial production with an additional (2)
389 weeks to ramp up to full minimum or proposed production rate.

390 Note: For simplicity, in the examples above FEMA is excluding the unit variances: 1) UFAS or
391 Non UFAS 2) Northern/Southern or 3) CONUS

392 Production begins 4 weeks after a delivery order is issued. If the delivery order requires first article
393 testing, the contractor shall not begin production of any units beyond the first article test units until
394 after FEMA has accepted the first article unit or units. If there is no first article testing then the
395 vendor shall begin full scale production after the 6 week ramp up time.

396 C.7 COMMUNICATION

397 The contractor shall be responsible for establishing communication with all parties (FEMA,
398 subcontractors, manufacturers, etc.) involved in this solicitation and follow protocols of
399 communication as specified in this solicitation. The Contractor will be FEMA's point of contract
400 (POC) for all warranties.

401 C.8 QUALITY

402 The contractor shall establish a Quality Control Program and shall develop Quality Control Plans.
403 (*Refer to Section E.4*)

404 C.9 REFERENCES

405 See Reference Table (Attachment 20)

406

407 C.10 WARRANTY REPAIRS IN THE FIELD

408 (a) *Purpose*. In order to ensure that FEMA is able to provide housing to disaster survivors with
409 minimal delay, FEMA will implement a field warranty repair process, "Warranty Repairs in the
410 Field" as part of this contract. Warranty Repairs in the Field is a warranty and repair process for
411 Attachment 12 items that are discovered to require correction after the MHU is installed and

powered up. In order to accommodate the short timeframes necessary to provide housing to disaster survivors, after units are installed, powered up and inspected, FEMA will generally require the Installation Contractor, instead of the MHU Contractor, to perform any repair/replacement necessary to make the unit Ready for Occupancy (RFO). The MHU Contractor will be required to reimburse FEMA for all Warranty Repairs in the Field at the rates set in Attachment 12 or, in the event of a trend, in an amount to be determined.

(b) *Definitions.* As used in this section:

Ready for Occupancy (RFO): The Ready for Occupancy inspection is performed after the unit is installed, connected to utilities and powered up in the Field to house a disaster survivor. In this inspection performed by FEMA or designated representative, the inspection verifies that the MHU and its components (i.e. HVAC, Thermostats, Appliances) are in working order. When a unit successfully passes the inspection, the unit is declared RFO.

Attachment 12 Items: Items that have historically required correction after installation and the MHU is powered up but that are not discoverable when the MHU is accepted.

(c) *Term:* MHUs shall have a warranty of 5 years from FEMA acceptance or the MHU is RFO, whichever comes first, for all items that are contained on the Warranty Repairs in the Field list (Attachment 12).

(d) *Authorization and Notification:* Any repairs or replacement under this process must be authorized by the COR. After an authorized repair/replacement by an installation contractor FEMA will receive an invoice in the amount determined in Attachment 12 for each applicable item from the installation contractor accompanied by supporting documentation. After a repair or replacement falling under the Warranty for Repairs in the Field is completed, FEMA will notify the MHU Contractor of the Warranty Repair in the Field action and issue an invoice once every 30 days requesting reimbursement to the Agency for the costs incurred.

(e) *Remedies available to the Government.*

(1) The rights and remedies of the Government provided below --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) For each authorized and completed Warranty Repair in the Field action the MHU contractor will reimburse FEMA at the rate set in Attachment 12. Invoices provided to the MHU contractor will specify the "FEMA Unit Designated number" and "Manufactured

Home Serial Number” (See Attachment 19) of the affected MHU(s). Note: FEMA will only be required to present an invoice to the contractor as proof that a repair or replacement was required and carried out.

(i) Attachment 12 may be updated or revised by modification of the contract.

(3) In the event that a trend of repairs or replacements falling under the Warranty for Repairs in the Field develops (such as a repeating Attachment 12 issues in more than 20% of the MHUs from a specific manufacturer) the following procedures shall apply:

(i) FEMA will notify the MHU contractor within 30 days of the identification of a trend. After notification of a trend, the Contractor will be entitled to elect to resolve the trend at no cost to the Government or to reimburse FEMA for resolution of the trend at a negotiated rate. All the MHU’s in FEMA’s inventory, in production, or awaiting acceptance will be inspected for the needed correction and either cleared or corrected.

(A) If electing to resolve the trend the Contractor shall have three (3) calendar days to have a representative at the FEMA location specified by the Contracting Officer: either the (FEMA Storage [Cumberland or Selma]), FEMA staging (location within a disaster recovery/response operating area) or an MHU installation location to investigate the issue. The contractor shall submit to the Contracting Officer a written recommendation within five (5) calendar days after investigation of the issue as to the corrective action required. Corrective action plans are subject to CO approval.

(4) All repairs shall result in permanent remediation.

(5) Repairs/Replacements carried out as a Warranty Repair in the Field do not void or limit the contractor’s warranty or other responsibilities under the terms of this contract.

END OF SECTION C

477

478 **SECTION D - PACKAGING AND MARKING**479 **D.1 FINAL PACKAGE REQUIREMENTS**

480 Each manufactured home shall be fit with a HUD Label/Tag as required by 24 CFR 3280.

481 If FEMA exercises the shrink wrap option, the contractor shall shrink wrap the specific unit(s)
482 prior to delivery to the indicated location.483 The contractor shall provide a list of all appliances which shall contain the VIN, manufacturer,
484 model, and whether the appliance is energy star rated (for applicable appliances) for all appliances
485 that are included in the manufactured home. Additionally, the list shall contain any information
486 that is not in accordance with 24 CFR 3280 and/or FEMA Rugged Base Requirements.487 Each manufactured home shall include a parts and supplies listing as well as a Unit Data Placard as
488 described in the requirement.489 *See:* **RUGGED BASE PERFORMANCE REQUIREMENTS – ATTACHMENT 2**

490

491 **END OF SECTION D**

492

493

494 **SECTION E - INSPECTION AND ACCEPTANCE**495 **E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

496 The following contract clauses pertinent to this section are hereby incorporated by reference (by
497 Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES
498 INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an
499 internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996

500

501 **E.2 INSPECTION AND ACCEPTANCE**

502 FEMA will, at its discretion, inspect some or all of the MHUs delivered under this contract and/or
503 delivery orders, either at the contractor's facility or upon delivery, or both. The inspection will
504 consist of a review of visible items at any time during the manufacturing process. FEMA will
505 require inspection of all utility systems and appliances, after full power up of the MHU at the
506 contractor's facility, at the contractor's expense for First Article testing.

507 If for any reason after First Article Testing, FEMA requires additional inspection of all utility
508 systems and appliances, after full power up of the MHU at the contractor's facility FEMA will
509 request this test and FEMA will provide payment for the negotiated price as agreed between the
510 contractor and FEMA.

511 *Payment will occur under CLIN#0042*

512 **E.2.1 INSPECTION AT DELIVERY LOCATION (ACCEPTANCE)**

513 The contractor shall deliver units in Ready for Deployment (RFD) condition to a specified
514 location. Acceptance into the FEMA inventory is not when the MHU arrives at a FEMA
515 locations, it is when the MHU is accepted by FEMA as meeting the terms and conditions of the
516 contract, the MHU is given a FEMA bar code, and FEMA enters the MHU into FEMA's property
517 system of record.

518 For inspections at the delivery location, the Manufactured Home Inspection Checklist (Section J:
519 Attachment 5) will be used. FEMA reserves the right to modify the checklist as the agency
520 determines necessary. Acceptance using the checklist does not remove the contractor's
521 responsibility for latent defects or other warranty items. The contractor must provide FEMA with a
522 copy of all shipping documents including but not limited to the Bill of Lading, and Manufacturer
523 (MFG) shipment sheet (Section J: Attachment 6) . During the delivery process FEMA will inspect
524 the manufactured homes based on the current version of the Manufactured Home Inspection

Checklist. If deficiencies are found during the first (1st) inspection the contractor shall remove the unit from FEMA site to make necessary repair(s). **The contractor will be allotted three (3) business days from the time of notification to repair deficiencies and deliver the same Unit to FEMA (for the 2nd inspection) or FEMA may elect to reject the unit. If more time is needed, the contractor will need to provide FEMA with a reasonable explanation in writing which will then need to be approved by the contracting officer, or COR. During re-inspection only the repaired item(s) and adjacent/related items will be inspected.** If the manufactured home delivered for 2nd inspection fails, FEMA will reject the unit and require the contractor to provide a new unit with a different serial number/ HUD Certification label number at no cost to the government. Rejected units will not be accepted into FEMA inventory.

E.2.2 FIRST ARTICLE INSPECTION

If FEMA notifies the manufacturer that FEMA will be conducting first article inspection (See 52.209-4 First Article Approval - Government Testing, Alt I) the manufacturer shall notify FEMA fifteen (15) days prior to the completion of the first unit. FEMA will have a three (3) day window from the date provided by the manufacturer to conduct first article inspection. First article inspection does not relieve the manufacturer of any other type of inspection described in the solicitation and the FEMA Rugged Base Performance Requirements. For the First Article Inspection, FEMA will use the Manufactured Home First Article Inspection Checklist (Section J: Attachment 4). FEMA will require a full power up to perform the First Article Inspection; the first article inspection shall be conducted in a non-controlled climate where the performance of the units against weather conditions can be evaluated.

E.3 QUALITY CONTROL PLAN

The contractor shall have a quality control plan (QCP) which describes in detail how the manufacturer will assure high quality in its building process while meeting the delivery schedule. The plan shall also state how the contractor will verify that the homes are built to the HUD Code and the terms and conditions of this contract. The plan shall describe the manufacturer's quality assurance program, and contain a chart of the organization showing, by position, all personnel accountable for quality assurance, a list of tests and test equipment required, a station-by-station description of the manufacturing process, a list of inspections required at each station, and a list by title of personnel in the manufacturer's organization to be held responsible for each inspection. This plan shall include the quality control processes relevant to any subcontractors or other partners, and how these partners will be managed and integrated into the overall quality control plan to ensure a comprehensive quality program to ensure the integrity of all manufacturing and quality processes. This plan must be provided as part of the contractor's proposal as described in section L.

The contractor shall develop, provide and submit an appropriate, completed and signed Quality Control Form (Refer to Section F.5.3 #17) with each unit. The Quality Control Form shall be

562 provided as part of the proposal so FEMA can evaluate the QCP form and provide to the contractor
563 (awardees) comments of its adequacy.

564 **E.4 FEMA QUALITY ASSURANCE PLAN**

565 See Attachment 16

566

567 (END OF SECTION E)

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (In paragraph (a) insert "\$120.00 multiplied by the total number of units to be delivered per calendar day of delay until the units are delivered and accepted")	SEP 2000
52.211-16	VARIATION IN QUANTITY	APR 1984
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.242-15	STOP WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for the contract is 15 months from the date of award. There are also four (4) 12 month options that can be executed by the government to extend the contract's period of performance. Delivery orders issued under this contract shall have their own period of performance identified in the delivery order. Delivery orders can be issued that extend beyond the end date of the contract's period of performance.

F.3 PRINCIPAL PLACE OF PERFORMANCE

The performance of the work for the contract shall commence at the Contractor's facility, with delivery to locations specified in the Contract and Delivery orders.

FEMA will facilitate the contractor's access to FEMA facilities in order for the contractor to provide staff at the receiving locations.

F.4 MHU DELIVERY**A) Manufactured Home (MH) Delivery Rate and Unit Delivery Acceptance Rate**

The MH Delivery Rate is defined as how many manufactured homes the contractor can deliver on a set schedule. The delivery requirements will be defined for the contract and for each delivery order.

The Unit Delivery Acceptance Rate is defined by how many delivered units are received, barcoded and accepted into FEMA's inventory by FEMA per week for each delivery order.

B) Delivery Conditions

Manufactured homes delivered to FEMA that do not meet all requirements will be rejected by the Government. Any expense for reworking/repairing/modifying the manufactured home to bring it up to compliance with the terms and conditions of this contract shall be solely at the expense of the contractor.

FEMA will inspect manufactured homes twice (1st inspection and 2nd inspection). If the Manufactured Home is not accepted during the first (1st) inspection, due to not meeting the acceptance requirements, the contractor will be allotted three (3) business days from the time of notification to repair deficiencies and deliver the same Unit to FEMA for a second (2nd) inspection or FEMA may elect to reject the unit. If more time is needed, the contractor will need to provide FEMA with a reasonable explanation in writing which will then need to be approved by the contracting officer, or COR. During re-inspection only the repaired item(s) and adjacent/related items will be inspected. If the manufactured home delivered for second (2nd) inspection fails, FEMA will reject the unit and require the contractor to provide a new unit with a different "FEMA Unit Designated Number" and HUD Certification label (See Attachment 19) number at no cost to the government. Rejected units will not be accepted into FEMA inventory.

C) Delivery Locations

The primary delivery locations will be Selma, AL and Cumberland, MD. Additional delivery locations may be specified by FEMA. Simultaneous delivery may be required to multiple locations. The contractor assumes all liability for loss or damage until FEMA accepts the manufactured home at the delivery location. The contractor shall have a representative at each delivery location to witness FEMA's Inspection Process (Refer to Section E.2). If any repairs are required, they must be conducted off the FEMA site.

F.5 SUMMARY AND OVERVIEW

Deliveries/Performance includes important details regarding the Deliverables and Required Reports that are associated with the Statement of Work, Rugged Base Requirements, Delivery order, and Solicitation.

Deliverables will be validated by FEMA staff using the forms associated with the deliverable.

Additionally, this Section presents a Table that associates these Deliverables and Required Reports with Delivery Dates, Delivery Recipients, and whether or not there is a Template provided by the Federal Emergency Management Agency (FEMA) for each Deliverable and Report.

F.6 IMPORTANT DETAILS**F.6.1 FEMA FORMS**

627 Upon award, the Contracting Officer's Representative (COR) will ensure the Contractor has the
628 most up-to-date FEMA forms.

629 **F.6.2 SUMMARY REPORTS AND LOGS**

630 These Reports shall be additive and include all information relevant to the contract. Once
631 information is included in the Report it will not be deleted, although it may be modified or to be
632 added to as necessary. Most importantly the Report shall be chronological with the oldest
633 information on top and the most recent information at the bottom.

634 **F.6.3 DELIVERABLES AND REQUIRED REPORTS TABLE**

635

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
1	Quality Control Report	Starting 30 days after the beginning of production and continuing once per month thereafter until production is complete and the last MHU has been transported to FEMA for delivery. Report is due to FEMA within one week of the end of the 30 day period.	COR	The Contractor shall submit a Quality Control Report to the COR. The report shall address items including timeliness, suggested remedies for deficiencies, and remedy implementation dates. The contractor shall include any issues with FEMA's requirements that can affect production quality.	NO	Microsoft Word and PDF
2	First Article	As part of initial delivery order award and thereafter at FEMA's discretion when specified in any subsequent delivery order.	FEMA at Contractor facility	Contractor shall complete First articles (one of each unit type requested by FEMA). Units shall be ready for Government inspection in compliance with the first article testing/inspection requirements. Inspection will be conducted at the contractor's production facility (Contractors site).	NO	N/A
3	Unit Production Report	Beginning on the last day of the first full or partial week of production and continuing once per week for every week of production during the length of the delivery order. Report is due to the CO and COR on the Monday following the end of the production week. Report is to be delivered by email.	FEMA CO and COR	Report provides FEMA with the number of units completed during the production week that the Contractor has ready for shipment.	YES	See Section J : Attachment 8

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
4	Delivery Schedule	One week prior to production commencing and not later than three (3) weeks of from the date that a delivery order is awarded under this solicitation and in compliance with the requirements of the contract and delivery order.	FEMA	The delivery schedule is defined the number of units that the vendor will ship to FEMA, the anticipated delivery date and the location where the unit will be delivered as well as all other details included in the template located in Section J – Attachment 7.	YES	See Section J: Attachment 7
5	Manufacturer's Installation Manual as approved by the DAPIA	Master copy within 2 weeks of the date that a delivery orders is issued.	Master copy to the COR/CO and with each delivered unit	This requirement is in addition to HUD's requirement that a Manufacturer's installation and anchoring guideline and technical data for installation of the unit shall be provided in a packet stored in a readily locatable area within the unit. FEMA requires that the same material is delivered to the Agency in the specified formats. This information can be included in the consumers' manual.	NO	Master copy: Hard copy and soft copy in Microsoft Word and PDF with all drawings included as editable
6	Manufacturer's Storage Instruction Manual	Master copy within 2 weeks of the date that a delivery orders is issued.	Master copy to the COR/CO	The contractor <i>shall</i> provide a storage manual that is in compliance with 24 CFR 3286.11 Temporary Storage of units. An individual manual shall be provided for each unit type required under the delivery order. The manual shall include definitions for the time intervals for the terms short term, midterm and long term as well as instructions for each time interval. The manual shall describe how the manufactured home shall be stored to ensure that the manufactured home is ready for FEMA's use. The storage manual shall describe what efforts FEMA shall undertake to maintain the unit in a transportable and installable state.	NO	Master copy: Hard copy and soft copy in Microsoft Word and PDF with all drawing included as editable

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
7	MFG Shipment Sheet (a shipment sheet for each individual unit)	Within 24 hours of shipment but no later than 24 hours prior to unit arrival. Can be sent via email.	<p>One copy to each of the following:</p> <ul style="list-style-type: none"> • Delivery location point of contact, • COR; and, • CO 	<p>There shall be a shipment sheet for each individual unit. This sheet shall provide notification for FEMA for each unit shipped. The sheet provides FEMA with information regarding specifics for each unit shipped.</p> <ul style="list-style-type: none"> • Contracted Firm • Shipment Date • Expect Arrival Date • Destination Location • Number of units shipped • Bedroom • Climate (i.e. Northern, Southern, etc.) • Type of unit • VIN • Outside Unit # • Production Date • Factory Name • Factory Location(City, State) • Transportation Company • Driver Full Name • Driver Contract Info • Transportation Company Info <p>Same information above for Relay Drivers and Subcontractors.</p>	See Section J: Attachment 6	MS Office Product (MS Word/Excel) and PDF
8	Certificates of Origin	Time of Billing	COR	The certificate of origin shall be provided at the time of billing. The certificate of origin shall accompany the invoice that is sent to the Contracting Officer's Representative.	NO	N/A

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
9	Master Keys	For each Delivery order one week prior to the first delivery of a unit	<p>Site where the MHUs are being delivered.</p> <p><i>If MHUs are being delivered to multiple locations each location shall receive a master key.</i></p> <p>AND</p> <p>Selma, and Cumberland MHSS and the National Disposal Management Team (NDMT) care of Cumberland MHSS</p>	<p>One master key <i>shall</i> be shipped separately arriving prior to the delivery of the first MHU to the receiving location.</p> <p>This shall be the master key for the delivery order.</p> <p>If a series of manufactured homes are being shipped to multiple locations then each receiving location <i>shall</i> receive a master key.</p> <p>A master key <i>shall</i> be sent to both the Selma and Cumberland Manufacturing Housing storage sites in care of the Site Manager even if the units are being shipped to the Selma or Cumberland MHSS as well as a copy of the master key to the National Disposal Management Team (NDMT) located at the Cumberland MHSS. Each of these keys shall be identified by the contract number, delivery order number and include a list of the units for which this master key is applicable. These master keys shall be placed into an envelope and identified as archive master keys.</p> <p><i>(See Rugged Base Requirements BB for Master keys requirements)</i></p>	N/A	N/A

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
10	Water Heater Compartment Standard Key	For each delivery order Prior to arrival of the first manufactured home to the delivery location	COR	<p>The contractor <i>shall</i> deliver the keys for the water heater compartment as follows:</p> <ol style="list-style-type: none"> 1. 1 copy of the key to the COR for each delivery order. 2. 15 copies of the key to each delivery location prior to the arrival of the first manufactured home as follows for each delivery order: 3. 1 copy of the key to accompany the master key (deliverable # 9) to the Selma and Cumberland MHSS and to the MDMT. <p><i>(See Rugged Base Requirements BB for water heater compartment Standard key requirements)</i></p>	N/A	N/A
11	Unit Keys	At the time of Unit delivery	In the kitchen sink of each unit	<p>The contractor <i>Shall place in the kitchen sink</i> three (3) sets of keys for homes procured. <i>(See Rugged Base Requirements BB for key requirements)</i></p>	N/A	N/A

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
12	Alternate Construction Letters (ACL)	When applicable at any time during the period of performance and prior to the implementation of any design or design change that requires an ACL.	COR	<p>Delivery order Requirement: Within three (3) weeks of a delivery order award under this solicitation, the contractor <i>shall</i> comply with 24 CFR 3282.362 (b) and provide the report to FEMA. Failure to do so may result in FEMA taking corrective action, the result of which may affect the Offerors past performance rating.</p> <p>This requirement may also occur when a vendor is making repairs to units or has requested a design change prior to or during a production run.</p> <p>ACLs must be signed by HUD as approved prior to being provided to FEMA</p>	N/A	PDF
13	Testing Requirements Report	1 day after FEMA request	FEMA representative as specified in the request.	The following additional tests reports may be required at any time during the contract as within the period that the government requires a contractor to keep contract records. These reports document the result of the test program that is required within the Attachment 2, the Rugged Base Requirements.	N/A	MS Office Product (MS Word/Excel) and PDF
14	Delivery order Summary Report	14 working days after completion of each delivery order	COR	<p>The Delivery order Summary Report completed activities:</p> <p>Vendor and Manufacturer Delivery Location Production Date Total number of units delivered Delivery date per unit Acceptance date per unit Bar code # Invoice number per unit</p>	No	Microsoft Office (MS Word or MS Excel) and PDF

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
				Invoice date submitted to FEMA Vehicle Identification Number (VIN) Delivery order number		
15	Invoice Report	Delivery orders are only to be invoiced every 30 days (15 days for Small Businesses).	Original: FEMA Finance Center One Copy: Contract Specialist and/or Contracting Officer (CO), One Copy: Contracting Officer's Representative (COR)	<p>The Contractor shall submit an original invoice (or electronic invoice, if authorized) Contract or Delivery order. An invoice must include the following items:</p> <p>(a) Payments of invoices or vouchers submitted under this contract shall be made in accordance with FAR clause 52.232-10 "Payments Under Fixed Price" (AUG 1987) for Firm Fixed Price Delivery orders in accordance with provisions of other clauses in this contract. If the Contractor is performing more than one Delivery order simultaneously, separate invoices are required for each Delivery order.</p> <p>(b) Invoices or vouchers, and any required supporting documentation, must be properly identifiable with the Name of contractor, date of the invoice/voucher, contract number, delivery order number, name and address or EFT information that payment is to be sent to, and the name, title and phone number of the point of contact at the contractor's facility in case of a defective invoice/voucher.</p> <p>(c) Payments of invoices or vouchers shall be subject to the withholding provisions of</p>	Section J: Attachment 9	MS Office Product (MS Word/Excel) and PDF

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
				FAR clause 52.232-10 "Payments Under Fixed Price" (AUG 1987). In the event that the amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.		
16	NOAA Weather Radios	In each unit	Receiving Location (i.e., Selma, Cumberland)	Refer to FEMA Rugged Base requirements version BB	N/A	N/A
17	Quality Control Form	<p>One copy to be included with the MHU located in the kitchen sink under the keys.</p> <p>One copy to be provided electronically with the invoice on a CD/DVD</p> <p>In addition, the completed and signed form shall be available at all First Article Inspection.</p> <p>Note: The Quality Control Form shall be submitted with the Proposal and FEMA will provide comments of it adequacy.</p>	A Master copy to the COR/CO	<p>The Quality Control Form shall be completed and signed by the Quality Control supervisor or designee, and included in the unit individual paper work at time of shipping</p> <p>The Quality Control form at minimum shall contain:</p> <ul style="list-style-type: none"> a) Unit Identification Number b) Production Date c) Inspection details indicating that each FEMA Rugged Base Performance requirement was met d) Any defects noted and corrected, if any, while in production <p>This form shall demonstrate that the manufacturer produce units with High Quality Standards and compliant with the FRBPR.</p>	NO	Master copy: Hard copy and soft copy in Microsoft word and/or excel and/or PDF on a CD/DVD
Options						
18	Shrink Wrap Compliance	1 week Prior doing a shrink wrap of a Manufactured	COR /CO	The contractor shall submit a report demonstrating that the shrink wrap meets all	N/A	MS Office Product (MS

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
	Report	Home.		requirements and subrequirements in Section O1 of the Rugged Base Requirements. This report shall provide test, photographs and any other information that the contractor chooses such as drawings to demonstrate that the shrink wrap meets the technical requirements. <i>Refer to Section O.1. Shrink Wrap from the FEMA Rugged Base Performance Requirements version BB</i>		Word/Excel) and PDF
19	Storage Capability Report	After notification that FEMA is considering exercising this option	COR/ CO	The offeror shall submit a report demonstrating that they have the capability to store units while shipping units. The report shall provide site location, parking plan, area photos from sources such as google earth, any lease if the property is not owned by the vendor, the security plan to ensure that there is no damage to the stored units and any other documentation that the vendor chooses to demonstrate to the government that the contractor is capable of storing the MHUs. Refer to Section O.2: Weekly Storage	NO	MS Office Product (MS Word/Excel) and PDF
20	Weekly Storage	This report will be due each week that the vendor is storing units for FEMA.	COR/ CO	The contractor shall submit a report providing FEMA with the total number of units that the vendor is storing, the total number of units by unit type (e.g., 3 bedroom northern standard (non-UFAS)), the location where units are stored, the FEMA Unit Designated Number number for each unit being stored and the location where each unit is being stored. If multiple storage location are used then the storage location information shall be provided with the FEMA Unit Designated number	NO	MS Office Product (MS Word/Excel) and PDF

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
				numbers at each location. Refer to Section O.2: Weekly Storage		
21	Piers (Jack stands)	As required in the delivery order if the option is exercised.	Receiving Location	The contractor shall provide required piers shipped safe and secure with each unit or separately and provide a report showing compliance. Refer to O3.1 Piers (Jack Stands) and/or O3.3 Heavy Duty Piers (Jack Stands) When shipping separately, the contractor shall use the applicable CLINs.	N/A	N/A
22	ABS foundation Pad	With the MH if the option is exercised	Receiving Location	The contractor shall provide required ABS foundation PADs with each unit and provide a report showing compliance Refer to O3.2 ABS Foundation Pads	N/A	N/A

NOTE: Contractor is fully responsible to deliver any and all items (all deliverables) ONLY to individual(s) designated by the COR.

(END OF SECTION F)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 BILLING INSTRUCTIONS**

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at <http://www.gsa.gov/portal/forms/type/SF> when submitting a payment request. A payment request means any invoice or request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

Contractors must submit vouchers electronically in pdf format to the FEMA Finance Center at [FEMA- Finance-Vendor-Payments@fema.dhs.gov](mailto:FEMA-Finance-Vendor-Payments@fema.dhs.gov). The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

G.2 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, and email of officials of the business concern who are to be notified when the

Government receives an improper invoice.

_____ {to be inserted by the contractor} _____

G.3 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract is subject to the following procedures:

(a) Subject Line(s) - All correspondence should contain a subject line, commencing with the contract number and subject matter. An example is illustrated below:

SUBJECT: CONTRACT NO. (HSFE70-14-D-XXXX), REQUEST FOR SUBCONTRACT CONSENT.

(b) Technical Correspondence - Technical correspondence (as used herein, this term excludes correspondence where patent or proprietary data issues are involved or correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) should be addressed to the FEMA/Contract Specialist (CS), with an information copy of the correspondence to FEMA Contracting Officer Representative (COR).

G.4 GOVERNMENT CONTACTS FOR POST AWARD ADMINISTRATION**(a)FEMA Contracting Officer:**

The Contracting Officer is the only official who can:

- (1) assign additional work within the general scope of the Statement of Work of the contract;
- (2) issue a change as defined in the "Changes" clause of the contract;
- (3) cause an increase or decrease in the total estimated cost or the time required for contract performance;
- (4) change any of the expressed terms, conditions or specifications of the contract; and
- (5) accept non-conforming work.

(b) FEMA Contract Specialist for Administration:

The Contract Specialist should be used as the point of contact for all but technical related matters (see G.1).

The Contract Specialist for this contract is:

Name: Rahsaan Edwards

Address: Acquisition Logistics Branch

FEMA

395 E Street, S.W., 5th Floor W82

Washington, DC 20472-3205

Telephone No.: (202) 646-5786

Any change in the FEMA Contract Specialist may be made administratively by email from the Contracting Officer.

(c) FEMA COR

The limitations of the COR authority are defined in the Section G, "Technical Direction" clause. The performance of work under this contract is subject to the direction of the COR in accordance with the "Technical Direction" clause of the contract. The COR should be used as the point of contact on all technical matters, send email to: Edward.Taylor@fema.dhs.gov, cc: Rahsaan.Edwards@fema.dhs.gov.

Any change in the COR may be made administratively by modification to the contract from the CO.

G.5 INVOICE INSTRUCTIONS

The contractor shall submit a monthly invoice upon delivery and acceptance of all supplies or services as specified in the Section B clause, "Consideration and Payment". Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price **must match** those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035

Instructions: SF 1034 –

Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows: (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted. (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.

(4) **Requisition Number and Date** - leave blank.

(5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract.

When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank. (7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

(11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of supplies or services delivered.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

INVOICE PREPARATION

INSTRUCTIONS SF 1035

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows: **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).

A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date. See additional invoicing instructions in Attachment 9.

G.6 DELIVERY ORDER PROCEDURES

A. Issuing of Delivery order

A written or electronic notice will be issued by the Government prior to issuance of a formal written Delivery order. The notice will specify the Government's requirement, authorize the Contractor to perform a preliminary assessment of the Government's requirement, and request a proposal for the required effort. The notice may also authorize the Contractor to begin work based on urgency. The notice will be limited to a specified timeframe and ordering amount.

B. Ordering Methods

Ordering will be in compliance with FAR Part 16.505.

- 1) The Government will order any services to be furnished under this contract by written task orders (Standard Form 1449 or Optional Form 347) issued by the Contracting Officer, from the effective date of the contract through the expiration date of the contract.
- 2) A Standard Form 30 will be the method of modifying the contract and the delivery orders.
- 3) The Contractor will be required to deliver products and provide services as specified in the delivery order.
- 4) All orders will be initiated by a task request.
- 5) The Contractor shall not begin any work without a signed delivery order by the Contracting Officer unless, in the event of a Presidential Declaration, FEMA requires that MHUs production begin immediately. In this case, the CO may issue a “verbal” delivery order orally by phone or via email. If a “verbal” delivery order is issued a hard copy will follow within five (5) business days.
- 6) Vendors shall be given fair opportunity to be considered for each delivery order in accordance with FAR 16.505(b)(1).

The Government will issue delivery orders for each requirement to produce and deliver MHUs. Competition shall be either Best Value - lowest price technically acceptable (LPTA) or Best Value – Trade off. LPTA competition shall be based solely on the price proposed once a proposal has been deemed technically acceptable in response to a Delivery Order Proposal Request (DOPR). Trade off competition shall evaluate proposals for delivery orders using the criteria outlined:

- a) Past performance;
- b) Price; and,
- c) Production and delivery rates.

The above DOPR criteria are listed in descending order of importance.

In accordance with FAR Part 16.505 Ordering (for Indefinite Delivery Contracts) and based on the Best Interest of the Government, delivery orders may be issued directly to a Contractor(s) (e.g., in order to support a Presidential Declaration).

Within three (3) weeks of a delivery order award under the contract, the manufacturer shall comply with 24 CFR 3282.362 (b) and provide the report to FEMA. Failure to do so may result in FEMA taking corrective action, the result of which may affect the Offerors past performance rating.

Each delivery order will specify supplies and delivery location to be provided, and delivery order time for performance in accordance with the terms of this contract.

Oral or email orders will be allowed under this contract for emergency requirements. Such orders will be confirmed by a written delivery order within five (5) business days following placement of the verbal order or email. Only the Contracting Officer is authorized to place orders under this contract.

Upon signature by the Contracting Officer, each Delivery order is considered fully executed, binding and ready for implementation. Each Delivery order will be forwarded promptly to the Contractor and shall conform to all terms and conditions of the contract. Contractors have 2 days to confirm receipt of a Delivery order, unless the order is issued in response to a Presidential Declaration during a disaster. Orders may be issued orally, via email, or by facsimile. If issued orally, a hardcopy will follow. At a minimum, each Delivery order will include the following: contractor's name, contract number, delivery order number, contract task number and description of task, performance period, disaster number if applicable and location, cost of the Delivery order and applicable accounting and appropriations data.

If a delivery order is issued in response to a Presidential Disaster:

- By telephone the Delivery order is considered executed and the contractor does not have to separately confirm;
- Via email the contractor shall confirm within 24 hours of the time the email is sent based on the sent time code of the email; and,
- By facsimile the contractor shall confirm within 24 hours of the time the facsimile is sent based on the outgoing time stamp of the facsimile.

C. Completion of Delivery orders.

Within ninety (90) days of physical completion of work under each Delivery order, the Contractor shall submit a Final Voucher. The final voucher shall include a payment history, cumulative and itemized costs. If additional time is needed, the Contractor shall submit a written request for a time extension that explains the extenuating circumstances.

D. Closeout of Delivery orders

All delivery orders issued under this contract shall be closed out in accordance with FAR Subpart 4.805 and established FEMA policy. Upon completion of each Delivery order and the receipt of the final voucher, the Government will begin closeout procedures.

G.7 REMITTANCE ADDRESS

Payment will only be made to the address listed in SAM.

G.8 TECHNICAL DIRECTION

(a) The Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Representative (COR), who will be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction

includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COR, regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any technical direction which:

- 1) Constitutes an assignment of additional work outside the Delivery order or contract Statement of Work;
- 2) Constitutes a change as defined in the contract clause entitled "Changes";
- 3) In any manner causes an increase or decrease in the total estimated contract or Delivery order cost, the fixed fee (if any), or the time required for contract performance;
- 4) Changes any of the expressed terms, conditions, or specifications of the contract or Delivery order; or
- 5) Interferes with the Contractor's right to perform the specifications of the contract or Delivery order.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner described by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing one (1) working day after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within two (2) days after receipt of the Contractor's Letter that:

- 1) The technical direction is rescinded in its entirety
- 2) The technical direction is within the scope of the contract, and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or COR who has been appointed by the Contracting Officer shall be at the Contractor's risk.

G.9 MODIFICATION AUTHORITY

As stated above and notwithstanding any of the other provisions of this contract, a Contracting Officer will be the only individual on behalf of the Government authorized to:

- 902 (a) Accept non-conforming work;
903 (b) Waive any requirement of this contract; or
904 (c) Modify any term or condition of this contract.
905
906 (END OF SECTION G)
907

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 CONTRACTOR COMMITMENTS, WARRANTIES, REPRESENTATIONS**

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable under the default provisions for damages due to FEMA under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written amendments to its proposal. Written commitment by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to performance, (2) any warranty or representation made by the Contractor described in (1) above, made in any literature descriptions, drawings, or specifications accompanying or referred to in a proposal, and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.2 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

Government personnel observe the following holidays:

- New Year's Day
- Martin Luther King Birthday
- President's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract.

(END OF SECTION H)

942

943 **PART II - CONTRACT CLAUSES**944 **SECTION I - CONTRACT CLAUSES**945 **I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

946 The following contract clauses pertinent to this section are hereby incorporated by reference (by
 947 Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES
 948 INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an
 949 internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-11	OZONE-DEPLETING SUBSTANCES	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-39	UNFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENT FOR SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD	APR 1984

	GOODS	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

950

951 **I.2 52.216-18 ORDERING (OCT 1995)**

952 (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of
 953 delivery orders by the individuals or activities designated in the Schedule. Such orders may be
 954 issued anytime during the performance of this contract.

955 (b) All delivery orders are subject to the terms and conditions of this contract. In the event of
 956 conflict between a delivery order or delivery order and this contract, the contract shall control.

957 (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in
 958 the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if
 959 authorized in the Schedule.

960 **I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

961 (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the
 962 period stated, in the Schedule. The quantities of supplies and services specified in the Schedule
 963 are estimates only and are not purchased by this contract.

964 (b) Delivery or performance shall be made only as authorized by orders issued in accordance with
 965 the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the
 966 supplies or services specified in the Schedule up to and including the quantity designated in the
 967 Schedule as the "maximum." The Government shall order at least the quantity of supplies or
 968 services designated in the Schedule as the "minimum."

969 (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule,
 970 there is no limit on the number of orders that may be issued. The Government may issue orders
 971 requiring delivery to multiple destinations or performance at multiple locations.

972 (d) Any order issued during the effective period of this contract and not completed within that
 973 period shall be completed by the Contractor within the time specified in the order. The contract
 974 shall govern the Contractor's and Government's rights and obligations with respect to that order to
 975 the same extent as if the order were completed during the contract's effective period; provided that
 976 the Contractor shall not be required to make any deliveries under this contract after a period of 12
 977 months from the expiration of the contract or the last options exercised.

978 **I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

979 (a) The Government may extend the term of this contract by written notice to the Contractor within
 980 15 days; provided that the Government gives the Contractor a preliminary written notice of its

intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

I.6 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy

Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

**I.7 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989),
ALTERNATE I (JAN 1997)**

(a) The Contractor shall deliver 1 unit of Manufactured Homes to the Government for first article inspection at the test facility; FEMA will notify the manufacturer at delivery order award when first article inspection will occur. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 5 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

I.8 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAY 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration

for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

1116 (1) The Contractor shall submit an original invoice and three copies (or electronic invoice,
1117 if authorized) to the address designated in the contract to receive invoices. An invoice must
1118 include --

1119 (i) Name and address of the Contractor;

1120 (ii) Invoice date and number;

1121 (iii) Contract number, contract line item number and, if applicable, the order
1122 number;

1123 (iv) Description, quantity, unit of measure, unit price and extended price of the
1124 items delivered;

1125 (v) Shipping number and date of shipment, including the bill of lading number and
1126 weight of shipment if shipped on Government bill of lading;

1127 (vi) Terms of any discount for prompt payment offered;

1128 (vii) Name and address of official to whom payment is to be sent;

1129 (viii) Name, title, and phone number of person to notify in event of defective
1130 invoice; and

1131 (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on
1132 the invoice only if required elsewhere in this contract.

1133 (x) Electronic funds transfer (EFT) banking information.

1134 (A) The Contractor shall include EFT banking information on the invoice
1135 only if required elsewhere in this contract.

1136 (B) If EFT banking information is not required to be on the invoice, in order
1137 for the invoice to be a proper invoice, the Contractor shall have submitted
1138 correct EFT banking information in accordance with the applicable
1139 solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by
1140 Electronic Funds Transfer— System for Award Management, or
1141 52.232-34, Payment by Electronic Funds Transfer—Other Than System for
1142 Award Management), or applicable agency procedures.

1143 (C) EFT banking information is not required if the Government waived the
1144 requirement to pay by EFT.

1145 (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903)
1146 and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part
1147 1315.

1148 (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees
1149 and agents against liability, including costs, for actual or alleged direct or contributory
1150 infringement of, or inducement to infringe, any United States or foreign patent, trademark or
1151 copyright, arising out of the performance of this contract, provided the Contractor is reasonably
1152 notified of such claims and proceedings.

1153 (i) Payment.

1154 (1) Items accepted. Payment shall be made for items accepted by the Government that have
1155 been delivered to the delivery destinations set forth in this contract.

1156 (2) Prompt Payment. The Government will make payment in accordance with the Prompt
1157 Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

1158 (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see
1159 52.212-5(b) for the appropriate EFT clause.

1160 (4) *Discount*. In connection with any discount offered for early payment, time shall be
1161 computed from the date of the invoice. For the purpose of computing the discount earned,
1162 payment shall be considered to have been made on the date which appears on the payment
1163 check or the specified payment date if an electronic funds transfer payment is made.

1164 (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or
1165 invoice payment or that the Government has otherwise overpaid on a contract financing or
1166 invoice payment, the Contractor shall—

1167 (i) Remit the overpayment amount to the payment office cited in the contract along
1168 with a description of the overpayment including the—

1169 (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous
1170 payment, liquidation errors, date(s) of overpayment);

1171 (B) Affected contract number and delivery order number, if applicable;

1172 (C) Affected contract line item or subline item, if applicable; and

1173 (D) Contractor point of contact.

1174 (ii) Provide a copy of the remittance and supporting documentation to the
1175 Contracting Officer.

1176 (6) Interest.

1177 (i) All amounts that become payable by the Contractor to the Government under
1178 this contract shall bear simple interest from the date due until paid unless paid
1179 within 30 days of becoming due. The interest rate shall be the interest rate
1180 established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which
1181 is applicable to the period in which the amount becomes due, as provided in
1182 (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at
1183 fixed by the Secretary until the amount is paid.

1184 (ii) The Government may issue a demand for payment to the Contractor upon
1185 finding a debt is due under the contract.

1186 (iii) Final decisions. The Contracting Officer will issue a final decision as required
1187 by 33.211 if—

1188 (A) The Contracting Officer and the Contractor are unable to reach
1189 agreement on the existence or amount of a debt within 30 days;

1190 (B) The Contractor fails to liquidate a debt previously demanded by the
1191 Contracting Officer within the timeline specified in the demand for
1192 payment unless the amounts were not repaid because the Contractor has
1193 requested an installment payment agreement; or

1194 (C) The Contractor requests a deferment of collection on a debt previously
1195 demanded by the Contracting Officer (see 32.607-2).

1196 (iv) If a demand for payment was previously issued for the debt, the demand for
1197 payment included in the final decision shall identify the same due date as the
1198 original demand for payment.

1199 (v) Amounts shall be due at the earliest of the following dates:

1200 (A) The date fixed under this contract.

1201 (B) The date of the first written demand for payment, including any demand
1202 for payment resulting from a default termination.

1203 (vi) The interest charge shall be computed for the actual number of calendar days
1204 involved beginning on the due date and ending on—

1205 (A) The date on which the designated office receives payment from the
1206 Contractor;

1207 (B) The date of issuance of a Government check to the Contractor from
1208 which an amount otherwise payable has been withheld as a credit against
1209 the contract debt; or

1210 (C) The date on which an amount withheld and applied to the contract debt
1211 would otherwise have become payable to the Contractor.

1212 (vii) The interest charge made under this clause may be reduced under the
1213 procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect
1214 on the date of this contract.

1215 (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the
1216 supplies provided under this contract shall remain with the Contractor until, and shall pass to the
1217 Government upon:

1218 (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

1219 (2) Delivery of the supplies to the Government at the destination specified in the contract,
1220 if transportation is f.o.b. destination.

1221 (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

1222 (l) *Termination for the Government's convenience.* The Government reserves the right to
1223 terminate this contract, or any part hereof, for its sole convenience. In the event of such
1224 termination, the Contractor shall immediately stop all work hereunder and shall immediately cause
1225 any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract,
1226 the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work
1227 performed prior to the notice of termination, plus reasonable charges the Contractor can
1228 demonstrate to the satisfaction of the Government using its standard record keeping system, have
1229 resulted from the termination. The Contractor shall not be required to comply with the cost
1230 accounting standards or contract cost principles for this purpose. This paragraph does not give the
1231 Government any right to audit the Contractor's records. The Contractor shall not be paid for any
1232 work performed or costs incurred which reasonably could have been avoided.

1233 (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for
1234 cause in the event of any default by the Contractor, or if the Contractor fails to comply with any

contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

1266 (5) Solicitation provisions if this is a solicitation.

1267 (6) Other paragraphs of this clause.

1268 (7) The Standard Form 1449.

1269 (8) Other documents, exhibits, and attachments.

1270 (9) The specification.

1271 (t) System for Award Management (SAM).

1272 (1) Unless exempted by an addendum to this contract, the Contractor is responsible during
1273 performance and through final payment of any contract for the accuracy and completeness
1274 of the data within the SAM database, and for any liability resulting from the Government's
1275 reliance on inaccurate or incomplete data. To remain registered in the SAM database after
1276 the initial registration, the Contractor is required to review and update on an annual basis
1277 from the date of initial registration or subsequent updates its information in the SAM
1278 database to ensure it is current, accurate and complete. Updating information in the SAM
1279 does not alter the terms and conditions of this contract and is not a substitute for a properly
1280 executed contractual document.

1281 (2)

1282 (i) If a Contractor has legally changed its business name, "doing business as" name,
1283 or division name (whichever is shown on the contract), or has transferred the assets
1284 used in performing the contract, but has not completed the necessary requirements
1285 regarding novation and change-of-name agreements in Subpart 42.12, the
1286 Contractor shall provide the responsible Contracting Officer a minimum of one
1287 business day's written notification of its intention to:

1288 (A) Change the name in the SAM database;

1289 (B) Comply with the requirements of Subpart 42.12 of the FAR;

1290 (C) Agree in writing to the timeline and procedures specified by the
1291 responsible Contracting Officer. The Contractor must provide with the
1292 notification sufficient documentation to support the legally changed name.

1293 (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of
1294 this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause,
1295 and, in the absence of a properly executed novation or change-of-name agreement,

1296 the SAM information that shows the Contractor to be other than the Contractor
1297 indicated in the contract will be considered to be incorrect information within the
1298 meaning of the “Suspension of Payment” paragraph of the electronic funds transfer
1299 (EFT) clause of this contract.

1300 (3) The Contractor shall not change the name or address for EFT payments or manual
1301 payments, as appropriate, in the SAM record to reflect an assignee for the purpose of
1302 assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be
1303 separately registered in the SAM database. Information provided to the Contractor’s SAM
1304 record that indicates payments, including those made by EFT, to an ultimate recipient other
1305 than that Contractor will be considered to be incorrect information within the meaning of
1306 the “Suspension of payment” paragraph of the EFT clause of this contract.

1307 (4) Offerors and Contractors may obtain information on registration and annual
1308 confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

1309 (u) Unauthorized Obligations.

1310 (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired
1311 under this contract is subject to any End Use License Agreement (EULA), Terms of
1312 Service (TOS), or similar legal instrument or agreement, that includes any clause requiring
1313 the Government to indemnify the Contractor or any person or entity for damages, costs,
1314 fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31
1315 U.S.C. 1341), the following shall govern:

1316 (i) Any such clause is unenforceable against the Government.

1317 (ii) Neither the Government nor any Government authorized end user shall be
1318 deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS,
1319 or similar legal instrument or agreement. If the EULA, TOS, or similar legal
1320 instrument or agreement is invoked through an “I agree” click box or other
1321 comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements),
1322 execution does not bind the Government or any Government authorized end user to
1323 such clause.

1324 (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal
1325 instrument or agreement.

1326 (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government
1327 that is expressly authorized by statute and specifically authorized under applicable agency
1328 regulations and procedures.

**I.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

____ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

- 1357 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with
1358 Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C.
1359 6101 note).
- 1360 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility
1361 Matters (Jul 2013) (41 U.S.C. 2313).
- 1362 X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations
1363 (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of
1364 Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D
1365 of Pub. L. 110-161).
- 1366 ____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15
1367 U.S.C. 657a).
- 1368 ____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
1369 Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its
1370 offer)(15 U.S.C. 657a).
- 1371 ____ (13) [Reserved]
- 1372 ____ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- 1373 ____ (ii) Alternate I (Nov 2011).
- 1374 ____ (iii) Alternate II (Nov 2011).
- 1375 X (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C.
1376 644).
- 1377 ____ (ii) Alternate I (Oct 1995) of 52.219-7.
- 1378 ____ (iii) Alternate II (Mar 2004) of 52.219-7.
- 1379 X (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C.
1380 637(d)(2) and (3)).
- 1381 X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637
1382 (d)(4)).
- 1383 ____ (ii) Alternate I (Oct 2001) of 52.219-9.

- 1384 ____ (iii) Alternate II (Oct 2001) of 52.219-9.
- 1385 ____ (iv) Alternate III (July 2010) of 52.219-9.
- 1386 ____ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- 1387 _X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- 1388 _X_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C.
1389 637(d)(4)(F)(i)).
- 1390 ____ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged
1391 Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the
1392 adjustment, it shall so indicate in its offer).
- 1393 ____ (ii) Alternate I (June 2003) of 52.219-23.
- 1394 ____ (22) 52.219-25, Small Disadvantaged Business Participation
1395 Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102,
1396 and 10 U.S.C. 2323).
- 1397 ____ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive
1398 Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- 1399 ____ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
1400 (Nov 2011) (15 U.S.C. 657f).
- 1401 _X_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)
1402 (15 U.S.C. 632(a)(2)).
- 1403 ____ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned
1404 Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- 1405 ____ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB)
1406 Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- 1407 _X_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- 1408 _X_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan
1409 2014) (E.O. 13126).
- 1410 _X_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- 1411 __X_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- 1412 __X_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- 1413 _X_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29
1414 U.S.C. 793).
- 1415 _X_ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- 1416 _X_ (35) 52.222-40, Notification of Employee Rights Under the National Labor
1417 Relations Act (Dec 2010) (E.O. 13496).
- 1418 ___ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order
1419 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or
1420 certain other types of commercial items as prescribed in 22.1803.)
- 1421 ___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for
1422 EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the
1423 acquisition of commercially available off-the-shelf items.)
- 1424 ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to
1425 the acquisition of commercially available off-the-shelf items.)
- 1426 _X_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42
1427 U.S.C. 8259b).
- 1428 ___ (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal
1429 Computer Products (Dec 2007) (E.O. 13423).
- 1430 ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- 1431 _X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while
1432 Driving (Aug 2011).
- 1433 _X_ (41) 52.225-1, Buy American Act--Supplies (May 2014) (41 U.S.C. chapter 83).
- 1434 ___ (42) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov
1435 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805
1436 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302,
1437 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- 1438 ___ (ii) Alternate I (Mar 2012) of 52.225-3.

- 1439 ____ (iii) Alternate II (Mar 2012) of 52.225-3.
- 1440 ____ (iv) Alternate III (Nov 2012) of 52.225-3.
- 1441 ____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301
1442 note).
- 1443 ____ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s,
1444 proclamations, and statutes administered by the Office of Foreign Assets Control of the
1445 Department of the Treasury).
- 1446 ____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United
1447 States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for
1448 Fiscal Year 2008; 10 U.S.C. 2303 Note).
- 1449 ____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42
1450 U.S.C. 5150).
- 1451 ____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area
1452 (Nov 2007) (42 U.S.C. 5150).
- 1453 ____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)
1454 (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- 1455 ____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C.
1456 255(f), 10 U.S.C. 2307(f)).
- 1457 __X__ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award
1458 Management (Jul 2013) (31 U.S.C. 3332).
- 1459 ____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for
1460 Award Management (Jul 2013) (31 U.S.C. 3332).
- 1461 ____ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- 1462 ____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- 1463 ____ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels
1464 (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- 1465 ____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

- 1527 (vii) 52.222-40, Notification of Employee Rights Under the National Labor
 1528 Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with
 1529 paragraph (f) of FAR clause 52.222-40.
- 1530 (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
- 1531 (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- 1532 ____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- 1533 (x) 52.222-51, Exemption from Application of the Service Contract Act to
 1534 Contracts for Maintenance, Calibration, or Repair of Certain
 1535 Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- 1536 (xi) 52.222-53, Exemption from Application of the Service Contract Act to
 1537 Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
- 1538 (xii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- 1539 (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the
 1540 United States (Jul 2013) (Section 862, as amended, of the National Defense
 1541 Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- 1542 (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar
 1543 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of
 1544 FAR clause 52.226-6.
- 1545 (xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels
 1546 (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in
 1547 accordance with paragraph (d) of FAR clause 52.247-64.
- 1548 (2) While not required, the contractor may include in its subcontracts for commercial items
 1549 a minimal number of additional clauses necessary to satisfy its contractual obligations.

1550 **ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS**
 1551 **COMMERCIAL ITEMS (MAY 2014)**

1552 The following clauses and provisions are incorporated into 52.212-4 as an addendum to this
 1553 solicitation:

1554 **I.10 52.246-18 -- Warranty of Supplies of a Complex Nature (May 2001)**

1555 (a) Definitions. As used in this clause--

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”

(b) Contractor’s obligations.

(1) The Contractor warrants that for one (1) year all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor’s warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor’s warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor’s plant and return.

(6) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor’s warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price --

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within thirty (30) calendar days after discovery of the defect. The Contractor shall submit to the Contracting Officer a written recommendation within five (5) calendar days as to the corrective action required to remedy the breach. After the notice of breach, but not later than thirty (30) calendar days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be thirty (30) days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for thirty (30) days thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of Clause)

**I.11 52.246-19 – WARRANTY OF SYSTEMS AND EQUIPMENT UNDER
PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)**

(a) Definitions. As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means “data.”

(b) Contractor’s obligations.

(1) The Contractor’s warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within five (5) years.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within thirty (30) days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within five (5) calendar days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within five (5) calendar days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within five (5) calendar days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at a FEMA designated location. *Any defect that must be fixed that will take more than one day must be fixed outside of the FEMA facility.*

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)

(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to --

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise --

(i) Obtain detailed recommendations for corrective action and either --

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of Clause)

I.12 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

NUMBER	TITLE	
3052.205-70	ADVERTISEMENT, PUBLICIZING AWARDS, AND RELEASE	SEP 2012
3052.219-70	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 2006
3052.219-72	EVALUATION OF PRIME CONTRACTOR PARTICIPATION IN THE DHS MENTOR-PROTÉGÉ PROGRAM	JUN 2006
3052.222-70	STRIKES OR PICKETING AFFECTING TIMELY	DEC 2003
3052.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO DHS FACILITIES	DEC 2003
3052.242-72	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2003
3052.247-72	F.O.B. DESTINATION ONLY	DEC 2003

I.13 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) Warrants; (ii) Options; (iii) Contracts to acquire stock; (iv) Convertible debt instruments; (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The Offeror under this solicitation represents that [Check one]:

[] it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; [] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or [] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

I.14 HSAR 3052.215-70 - KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

The Contractor's key facilities are any facility that the Contractor uses to manufacture MHUs for FEMA that has been in advance approved by FEMA. The Contractor shall provide the name, address, ownership information, as well as any applicable lease information for key facilities. The Contractor shall provide a justification for the change in facility.

I.15 HSAR 3052.225-70 --REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES (AUG 2009)

(a) Definitions. As used in this clause--

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non 06-01-2006 HSAR 52-43 commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products.

(2) Woven silk or woven silk blends.

(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

(End of Addendum)

(End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**J.1 LIST OF ATTACHMENTS (SECTION J)**

ATTACHMENT NUMBER	TITLE	NUMBER OF PAGES
Attachment 1	Attachment 1 - Pricing	1 excel file
Attachment 2	Rugged Base Performance Requirements (Revision BB)	59 Pages
Attachment 3	Rugged Base Performance Requirements Matrix	Cover page and 67 pages
Attachment 4	Manufactured Home First Article Inspection Checklist	1 excel file
Attachment 5	Manufactured Home Inspection Checklist	1 excel file
Attachment 6	Manufacturer Shipment Notification	1 excel file
Attachment 7	Delivery Schedule Template	1 excel file
Attachment 8	Production Report	1 excel file
Attachment 9	Sample Invoice	2 pages
Attachment 10	Production Facility Inspection Report (Draft)	3 pages
Attachment 11	Design Details For Accessible Disaster Relief Housing Guide	62 pages
Attachment 12	Warranty Repairs in the Field	1 excel file
Attachment 13	Acronyms and Technical Definitions	5 pages
Attachment 14	Section E MHU Quality Assurance Surveillance Plan	Cover page and 34 pages
Attachment 15	MHU sizing table for Section L	Cover page and 2 pages
Attachment 16	Minimum Essential Requirements	Cover page and 12 pages
Attachment 17	MHU Identification Numbers Summary	
Attachment 18	Past Performance Questionnaire	4 pages
Attachment 19	Comment Matrix	1 excel file

END OF SECTION J

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFERORS****K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS	DEC 2012

**K.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (MAY 2014)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

1897 (1) Exacted from any person under the age of 18 under the menace of any penalty for its
1898 nonperformance and for which the worker does not offer himself voluntarily; or

1899 (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of
1900 which can be accomplished by process or penalties.

1901 “Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which
1902 is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to
1903 be incorporated in the United States, or used to be a partnership in the United States, but now is
1904 incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a
1905 foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the
1906 rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does
1907 not meet the definition of an inverted domestic corporation as defined by the Internal Revenue
1908 Code at 26 U.S.C. 7874.

1909 “Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999,
1910 except—

1911 (1) FSC 5510, Lumber and Related Basic Wood Materials;

1912 (2) Federal Supply Group (FSG) 87, Agricultural Supplies;

1913 (3) FSG 88, Live Animals;

1914 (4) FSG 89, Food and Related Consumables;

1915 (5) FSC 9410, Crude Grades of Plant Materials;

1916 (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

1917 (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

1918 (8) FSC 9610, Ores;

1919 (9) FSC 9620, Minerals, Natural and Synthetic; and

1920 (10) FSC 9630, Additive Metal Materials.

1921 “Place of manufacture” means the place where an end product is assembled out of components, or
1922 otherwise made or processed from raw materials into the finished product that is to be provided to
1923 the Government. If a product is disassembled and reassembled, the place of reassembly is not the
1924 place of manufacture.

1925 “Restricted business operations” means business operations in Sudan that include power
1926 production activities, mineral extraction activities, oil-related activities, or the production of
1927 military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of
1928 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the
1929 person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of
1930 2007) conducting the business can demonstrate—

1931 (1) Are conducted under contract directly and exclusively with the regional government of
1932 southern Sudan;

1933 (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets
1934 Control in the Department of the Treasury, or are expressly exempted under Federal law
1935 from the requirement to be conducted under such authorization;

1936 (3) Consist of providing goods or services to marginalized populations of Sudan;

1937 (4) Consist of providing goods or services to an internationally recognized peacekeeping
1938 force or humanitarian organization;

1939 (5) Consist of providing goods or services that are used only to promote health or
1940 education; or

1941 (6) Have been voluntarily suspended.

1942 Sensitive technology—

1943 (1) Means hardware, software, telecommunications equipment, or any other technology
1944 that is to be used specifically—

1945 (i) To restrict the free flow of unbiased information in Iran; or

1946 (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

1947 (2) Does not include information or informational materials the export of which the
1948 President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)
1949 of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

1950 “Service-disabled veteran-owned small business concern”—

1951 (1) Means a small business concern—

- 1952 (i) Not less than 51 percent of which is owned by one or more service-disabled
 1953 veterans or, in the case of any publicly owned business, not less than 51 percent of
 1954 the stock of which is owned by one or more service-disabled veterans; and
- 1955 (ii) The management and daily business operations of which are controlled by one
 1956 or more service-disabled veterans or, in the case of a service-disabled veteran with
 1957 permanent and severe disability, the spouse or permanent caregiver of such veteran.
- 1958 (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a
 1959 disability that is service-connected, as defined in 38 U.S.C. 101(16).
- 1960 “Small business concern” means a concern, including its affiliates, that is independently owned
 1961 and operated, not dominant in the field of operation in which it is bidding on Government
 1962 contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards
 1963 in this solicitation.
- 1964 “Subsidiary” means an entity in which more than 50 percent of the entity is owned—
- 1965 (1) Directly by a parent corporation; or
- 1966 (2) Through another subsidiary of a parent corporation.
- 1967 “Veteran-owned small business concern” means a small business concern—
- 1968 (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38
 1969 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of
 1970 the stock of which is owned by one or more veterans; and
- 1971 (2) The management and daily business operations of which are controlled by one or more
 1972 veterans.
- 1973 “Women-owned business concern” means a concern which is at least 51 percent owned by one or
 1974 more women; or in the case of any publicly owned business, at least 51 percent of the its stock is
 1975 owned by one or more women; and whose management and daily business operations are
 1976 controlled by one or more women.
- 1977 “Women-owned small business concern” means a small business concern --
- 1978 (1) That is at least 51 percent owned by one or more women or, in the case of any publicly
 1979 owned business, at least 51 percent of the stock of which is owned by one or more women;
 1980 and

1981 (2) Whose management and daily business operations are controlled by one or more
1982 women.

1983 “Women-owned small business (WOSB) concern eligible under the WOSB Program (in
1984 accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent
1985 directly and unconditionally owned by, and the management and daily business operations of
1986 which are controlled by, one or more women who are citizens of the United States.

1987 (b)

1988 (1) *Annual Representations and Certifications*. Any changes provided by the offeror in
1989 paragraph (b)(2) of this provision do not automatically change the representations and
1990 certifications posted on the SAM website.

1991 (2) The offeror has completed the annual representations and certifications electronically
1992 via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the
1993 SAM database information, the offeror verifies by submission of this offer that the
1994 representation and certifications currently posted electronically at FAR 52.212-3, Offeror
1995 Representations and Certifications—Commercial Items, have been entered or updated in
1996 the last 12 months, are current, accurate, complete, and applicable to this solicitation
1997 (including the business size standard applicable to the NAICS code referenced for this
1998 solicitation), as of the date of this offer and are incorporated in this offer by reference (see
1999 FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable*
2000 *paragraphs at (c) through (o) of this provision that the offeror has completed for the*
2001 *purposes of this solicitation only, if any. These amended representation(s) and/or*
2002 *certification(s) are also incorporated in this offer and are current, accurate, and complete*
2003 *as of the date of this offer. Any changes provided by the offeror are applicable to this*
2004 *solicitation only, and do not result in an update to the representations and certifications*
2005 *posted electronically on SAM.]*

2006 (c) Offerors must complete the following representations when the resulting contract is to be
2007 performed in the United States or its outlying areas. Check all that apply.

2008 (1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not
2009 a small business concern.

2010 (2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself
2011 as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as
2012 part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

2013 (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror
2014 represented itself as a veteran-owned small business concern in paragraph (c)(2) of this
2015 provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a
2016 service-disabled veteran-owned small business concern.

2017 (4) Small disadvantaged business concern. [Complete only if the offeror represented itself
2018 as a small business concern in paragraph (c)(1) of this provision.] The offeror represents,
2019 for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business
2020 concern as defined in 13 CFR 124.1002.

2021 (5) Women-owned small business concern. [Complete only if the offeror represented itself
2022 as a small business concern in paragraph (c)(1) of this provision.] The offeror represents
2023 that it ☐ is, ☐ is not a women-owned small business concern.

2024 **Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed
2025 the simplified acquisition threshold.

2026 (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror
2027 represented itself as a women-owned small business concern in paragraph (c)(5) of this
2028 provision.] The offeror represents that—

2029 (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has
2030 provided all the required documents to the WOSB Repository, and no change in
2031 circumstances or adverse decisions have been issued that affects its eligibility; and

2032 (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR
2033 part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate
2034 for each WOSB concern eligible under the WOSB Program participating in the
2035 joint venture. [The offeror shall enter the name or names of the WOSB concern
2036 eligible under the WOSB Program and other small businesses that are participating
2037 in the joint venture: _____.] Each WOSB concern eligible under the WOSB
2038 Program participating in the joint venture shall submit a separate signed copy of the
2039 WOSB representation.

2040 (7) Economically disadvantaged women-owned small business (EDWOSB) concern.
2041 [Complete only if the offeror represented itself as a WOSB concern eligible under the
2042 WOSB Program in (c)(6) of this provision.] The offeror represents that—

2043 (i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required
2044 documents to the WOSB Repository, and no change in circumstances or adverse
2045 decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B,

2080 and a decision on that application is pending, and that no material change in
2081 disadvantaged ownership and control has occurred since its application was
2082 submitted.

2083 (ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged*
2084 *Business Concerns*. The offeror represents, as part of its offer, that it is a joint
2085 venture that complies with the requirements in 13 CFR 124.1002(f) and that the
2086 representation in paragraph (c)(10)(i) of this provision is accurate for the small
2087 disadvantaged business concern that is participating in the joint venture. [*The*
2088 *offeror shall enter the name of the small disadvantaged business concern that is*
2089 *participating in the joint venture: _____.*]

2090 (11) HUBZone small business concern. [Complete only if the offeror represented itself as a
2091 small business concern in paragraph (c)(1) of this provision.] The offeror represents, as
2092 part of its offer, that--

2093 (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this
2094 representation, on the List of Qualified HUBZone Small Business Concerns
2095 maintained by the Small Business Administration, and no material changes in
2096 ownership and control, principal office, or HUBZone employee percentage have
2097 occurred since it was certified in accordance with 13 CFR part 126; and

2098 (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements
2099 of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision
2100 is accurate for each HUBZone small business concern participating in the
2101 HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone*
2102 *small business concerns participating in the HUBZone joint venture: _____.*]
2103 Each HUBZone small business concern participating in the HUBZone joint venture
2104 shall submit a separate signed copy of the HUBZone representation.

2105 (d) Representations required to implement provisions of Executive Order 11246 --

2106 (1) Previous contracts and compliance. The offeror represents that --

2107 (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to
2108 the Equal Opportunity clause of this solicitation; and

2109 (ii) It ☐ has, ☐ has not, filed all required compliance reports.

2110 (2) *Affirmative Action Compliance*. The offeror represents that --

2111 (i) It [] has developed and has on file, [] has not developed and does not have on
 2112 file, at each establishment, affirmative action programs required by rules and
 2113 regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

2114 (ii) It [] has not previously had contracts subject to the written affirmative action
 2115 programs requirement of the rules and regulations of the Secretary of Labor.

2116 (e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352).
 2117 (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the
 2118 offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have
 2119 been paid or will be paid to any person for influencing or attempting to influence an officer or
 2120 employee of any agency, a Member of Congress, an officer or employee of Congress or an
 2121 employee of a Member of Congress on his or her behalf in connection with the award of any
 2122 resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a
 2123 lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete
 2124 and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to
 2125 provide the name of the registrants. The offeror need not report regularly employed officers or
 2126 employees of the offeror to whom payments of reasonable compensation were made.

2127 (f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation
 2128 (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

2129 (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this
 2130 provision, is a domestic end product and that for other than COTS items, the offeror has
 2131 considered components of unknown origin to have been mined, produced, or manufactured
 2132 outside the United States. The offeror shall list as foreign end products those end products
 2133 manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end
 2134 product that is not a COTS item and does not meet the component test in paragraph (2) of
 2135 the definition of “domestic end product.” The terms “commercially available off-the-shelf
 2136 (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end
 2137 product,” and “United States” are defined in the clause of this solicitation entitled “Buy
 2138 American Act—Supplies.”

2139 (2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

2140 [List as necessary]

2141 (3) The Government will evaluate offers in accordance with the policies and procedures of
2142 FAR Part 25.

2143 (g)

2144 (1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies
2145 only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli
2146 Trade Act, is included in this solicitation.)

2147 (i) The offeror certifies that each end product, except those listed in paragraph
2148 (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other
2149 than COTS items, the offeror has considered components of unknown origin to
2150 have been mined, produced, or manufactured outside the United States. The terms
2151 “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,”
2152 “commercially available off-the-shelf (COTS) item,” “component,” “domestic end
2153 product,” “end product,” “foreign end product,” “Free Trade Agreement country,”
2154 “Free Trade Agreement country end product,” “Israeli end product,” and “United
2155 States” are defined in the clause of this solicitation entitled “Buy American
2156 Act--Free Trade Agreements--Israeli Trade Act.”

2157 (ii) The offeror certifies that the following supplies are Free Trade Agreement
2158 country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or
2159 Peruvian end products) or Israeli end products as defined in the clause of this
2160 solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade
2161 Act”:

2162 Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani,
2163 Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

2164 [List as necessary]

2165 (iii) The offeror shall list those supplies that are foreign end products (other than
2166 those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this

2167 solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade
 2168 Act.” The offeror shall list as other foreign end products those end products
 2169 manufactured in the United States that do not qualify as domestic end products, *i.e.*,
 2170 an end product that is not a COTS item and does not meet the component test in
 2171 paragraph (2) of the definition of “domestic end product.”

2172 Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

2173 *[List as necessary]*

2174 (iv) The Government will evaluate offers in accordance with the policies and
 2175 procedures of FAR Part 25.

2176 (2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.*
 2177 If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the
 2178 following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2179 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end
 2180 products as defined in the clause of this solicitation entitled “Buy American
 2181 Act—Free Trade Agreements—Israeli Trade Act”:

2182 Canadian End Products:

2183 Line Item No.:

2184 _____

2185 *[List as necessary]*

2186 (3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate*
 2187 *II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute
 2188 the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2189 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end
 2190 products or Israeli end products as defined in the clause of this solicitation
 2191 entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

2192 Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

2193 [List as necessary]

2194 (4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate*
 2195 *III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the
 2196 following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

2197 (g)(1)(ii) The offeror certifies that the following supplies are Free Trade
 2198 Agreement country end products (other than Bahrainian, Korean,
 2199 Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end
 2200 products as defined in the clause of this solicitation entitled “Buy American
 2201 Act—Free Trade Agreements—Israeli Trade Act”:

2202 Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani,
 2203 Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

2204 [List as necessary]

2205 (5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade
 2206 Agreements, is included in this solicitation.)

2207 (i) The offeror certifies that each end product, except those listed in paragraph
 2208 (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as
 2209 defined in the clause of this solicitation entitled “Trade Agreements.”

2210 (ii) The offeror shall list as other end products those end products that are not
 2211 U.S.-made or designated country end products.

2212 Other End Products

Line Item No.:	Country of Origin:

2213 [List as necessary]

2214 (iii) The Government will evaluate offers in accordance with the policies and
 2215 procedures of FAR Part 25. For line items covered by the WTO GPA, the
 2216 Government will evaluate offers of U.S.-made or designated country end products
 2217 without regard to the restrictions of the Buy American Act. The Government will
 2218 consider for award only offers of U.S.-made or designated country end products
 2219 unless the Contracting Officer determines that there are no offers for such products
 2220 or that the offers for such products are insufficient to fulfill the requirements of the
 2221 solicitation.

2222 (h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the
 2223 contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to
 2224 the best of its knowledge and belief, that the offeror and/or any of its principals--

2225 (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared
 2226 ineligible for the award of contracts by any Federal agency;

2227 (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted
 2228 of or had a civil judgment rendered against them for: commission of fraud or a criminal
 2229 offense in connection with obtaining, attempting to obtain, or performing a Federal, state
 2230 or local government contract or subcontract; violation of Federal or state antitrust statutes
 2231 relating to the submission of offers; or commission of embezzlement, theft, forgery,
 2232 bribery, falsification or destruction of records, making false statements, tax evasion,
 2233 violating Federal criminal tax laws, or receiving stolen property; and

2234 (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by
 2235 a Government entity with, commission of any of these offenses enumerated in paragraph
 2236 (h)(2) of this clause; and

2237 (4) [] Have, [] have not, within a three-year period preceding this offer, been notified of
2238 any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability
2239 remains unsatisfied.

2240 (i) Taxes are considered delinquent if both of the following criteria apply:

2241 (A) *The tax liability is finally determined.* The liability is finally determined
2242 if it has been assessed. A liability is not finally determined if there is a
2243 pending administrative or judicial challenge. In the case of a judicial
2244 challenge to the liability, the liability is not finally determined until all
2245 judicial appeal rights have been exhausted.

2246 (B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent
2247 if the taxpayer has failed to pay the tax liability when full payment was due
2248 and required. A taxpayer is not delinquent in cases where enforced
2249 collection action is precluded.

2250 (ii) Examples.

2251 (A) The taxpayer has received a statutory notice of deficiency, under I.R.C.
2252 §6212, which entitles the taxpayer to seek Tax Court review of a proposed
2253 tax deficiency. This is not a delinquent tax because it is not a final tax
2254 liability. Should the taxpayer seek Tax Court review, this will not be a final
2255 tax liability until the taxpayer has exercised all judicial appeal rights.

2256 (B) The IRS has filed a notice of Federal tax lien with respect to an assessed
2257 tax liability, and the taxpayer has been issued a notice under I.R.C. §6320
2258 entitling the taxpayer to request a hearing with the IRS Office of Appeals
2259 Contesting the lien filing, and to further appeal to the Tax Court if the IRS
2260 determines to sustain the lien filing. In the course of the hearing, the
2261 taxpayer is entitled to contest the underlying tax liability because the
2262 taxpayer has had no prior opportunity to contest the liability. This is not a
2263 delinquent tax because it is not a final tax liability. Should the taxpayer seek
2264 tax court review, this will not be a final tax liability until the taxpayer has
2265 exercised all judicial appeal rights.

2266 (C) The taxpayer has entered into an installment agreement pursuant to
2267 I.R.C. §6159. The taxpayer is making timely payments and is in full
2268 compliance with the agreement terms. The taxpayer is not delinquent
2269 because the taxpayer is not currently required to make full payment.

2270 (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not
 2271 delinquent because enforced collection action is stayed under 11 U.S.C.
 2272 §362 (the Bankruptcy Code).

2273 (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order
 2274 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired
 2275 under this solicitation that are included in the List of Products Requiring Contractor Certification
 2276 as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

2277 (1) Listed End Product

Listed End Product:	Listed Countries of Origin:

2278 (2) Certification. [If the Contracting Officer has identified end products and countries of
 2279 origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or
 2280 (i)(2)(ii) by checking the appropriate block.]

2281 ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this
 2282 provision that was mined, produced, or manufactured in the corresponding country
 2283 as listed for that product.

2284 ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this
 2285 provision that was mined, produced, or manufactured in the corresponding country
 2286 as listed for that product. The offeror certifies that it has made a good faith effort to
 2287 determine whether forced or indentured child labor was used to mine, produce, or
 2288 manufacture any such end product furnished under this contract. On the basis of
 2289 those efforts, the offeror certifies that it is not aware of any such use of child labor.

2290 (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the
 2291 acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate
 2292 whether the place of manufacture of the end products it expects to provide in response to this
 2293 solicitation is predominantly—

2294 (1) ☐ In the United States (Check this box if the total anticipated price of offered end
2295 products manufactured in the United States exceeds the total anticipated price of offered
2296 end products manufactured outside the United States); or

2297 (2) ☐ Outside the United States.

2298 (k) Certificates regarding exemptions from the application of the Service Contract Act.
2299 (Certification by the offeror as to its compliance with respect to the contract also constitutes its
2300 certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The
2301 contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

2302 (1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR
2303 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

2304 (i) The items of equipment to be serviced under this contract are used regularly for
2305 other than Governmental purposes and are sold or traded by the offeror (or
2306 subcontractor in the case of an exempt subcontract) in substantial quantities to the
2307 general public in the course of normal business operations;

2308 (ii) The services will be furnished at prices which are, or are based on, established
2309 catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance,
2310 calibration, or repair of such equipment; and

2311 (iii) The compensation (wage and fringe benefits) plan for all service employees
2312 performing work under the contract will be the same as that used for these
2313 employees and equivalent employees servicing the same equipment of commercial
2314 customers.

2315 (2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does
2316 not certify that—

2317 (i) The services under the contract are offered and sold regularly to
2318 non-Governmental customers, and are provided by the offeror (or subcontractor in
2319 the case of an exempt subcontract) to the general public in substantial quantities in
2320 the course of normal business operations;

2321 (ii) The contract services will be furnished at prices that are, or are based on,
2322 established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

2323 (iii) Each service employee who will perform the services under the contract will
2324 spend only a small portion of his or her time (a monthly average of less than 20
2325 percent of the available hours on an annualized basis, or less than 20 percent of

2326 available hours during the contract period if the contract period is less than a
2327 month) servicing the Government contract; and

2328 (iv) The compensation (wage and fringe benefits) plan for all service employees
2329 performing work under the contract is the same as that used for these employees
2330 and equivalent employees servicing commercial customers.

2331 (3) If paragraph (k)(1) or (k)(2) of this clause applies—

2332 (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and
2333 the Contracting Officer did not attach a Service Contract Act wage determination to
2334 the solicitation, the offeror shall notify the Contracting Officer as soon as possible;
2335 and

2336 (ii) The Contracting Officer may not make an award to the offeror if the offeror
2337 fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to
2338 contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

2339 (l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the
2340 offeror is required to provide this information to the SAM database to be eligible for award.)

2341 (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of
2342 this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and
2343 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing
2344 regulations issued by the Internal Revenue Service (IRS).

2345 (2) The TIN may be used by the government to collect and report on any delinquent
2346 amounts arising out of the offeror's relationship with the Government (31 U.S.C.
2347 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements
2348 described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to
2349 verify the accuracy of the offeror's TIN.

2350 (3) Taxpayer Identification Number (TIN).

2351 ☐ TIN:_____.

2352 ☐ TIN has been applied for.

2353 ☐ TIN is not required because:

2354 ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that
2355 does not have income effectively connected with the conduct of a trade or business

2356 in the United States and does not have an office or place of business or a fiscal
2357 paying agent in the United States;

2358 ☐ Offeror is an agency or instrumentality of a foreign government;

2359 ☐ Offeror is an agency or instrumentality of the Federal Government;

2360 (4) Type of organization.

2361 ☐ Sole proprietorship;

2362 ☐ Partnership;

2363 ☐ Corporate entity (not tax-exempt);

2364 ☐ Corporate entity (tax-exempt);

2365 ☐ Government entity (Federal, State, or local);

2366 ☐ Foreign government;

2367 ☐ International organization per 26 CFR 1.6049-4;

2368 ☐ Other _____.

2369 (5) Common parent.

2370 ☐ Offeror is not owned or controlled by a common parent:

2371 ☐ Name and TIN of common parent:

2372 Name _____

2373 TIN _____

2374 (m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that
2375 the offeror does not conduct any restricted business operations in Sudan.

2376 (n) Prohibition on Contracting with Inverted Domestic Corporations—

2377 (1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined
2378 does not meet the definition of an inverted domestic corporation as defined by the Internal
2379 Revenue Code 25 U.S.C. 7874.

- 2380 (2) *Representation*. By submission of its offer, the offeror represents that—
- 2381 (i) It is not an inverted domestic corporation; and
- 2382 (ii) It is not a subsidiary of an inverted domestic corporation.
- 2383 (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to
2384 Iran.
- 2385 (1) The offeror shall email questions concerning sensitive technology to the Department of
2386 State at CISADA106@state.gov.
- 2387 (2) Representation and Certification. Unless a waiver is granted or an exception applies as
2388 provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
- 2389 (i) Represents, to the best of its knowledge and belief, that the offeror does not
2390 export any sensitive technology to the government of Iran or any entities or
2391 individuals owned or controlled by, or acting on behalf or at the direction of, the
2392 government of Iran;
- 2393 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does
2394 not engage in any activities for which sanctions may be imposed under section 5 of
2395 the Iran Sanctions Act; and
- 2396 (iii) Certifies that the offeror, and any person owned or controlled by the offeror,
2397 does not knowingly engage in any transaction that exceeds \$3,000 with Iran's
2398 Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property
2399 and interests in property of which are blocked pursuant to the International
2400 Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially
2401 Designated Nationals and Blocked Persons List at
2402 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- 2403 (3) The representation and certification requirements of paragraph (o)(2) of this provision
2404 do not apply if—
- 2405 (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a
2406 comparable agency provision); and
- 2407 (ii) The offeror has certified that all the offered products to be supplied are
2408 designated country end products.
- 2409 (End of Provision)

2410 *Alternate I (Apr 2011).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(12) to the
 2411 basic provision:

2412 (12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or
 2413 (c)(10) of this provision.)

2414 [*The offeror shall check the category in which its ownership falls*]:

2415 ____ Black American.

2416 ____ Hispanic American.

2417 ____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

2418 ____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia,
 2419 Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea),
 2420 Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of
 2421 Palau), Republic of the Marshall Islands, Federated States of Micronesia, the
 2422 Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,
 2423 Tonga, Kiribati, Tuvalu, or Nauru).

2424 ____ Subcontinent Asian (Asian-Indian) American (persons with origins from India,
 2425 Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

2426 ____ Individual/concern, other than one of the preceding.

2427 *Alternate II (Jan2012).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(10)(iii) to
 2428 the basic provision:

2429 (iii) Address. The offeror represents that its address [] is, [] is not in a region for
 2430 which a small disadvantaged business procurement mechanism is authorized and
 2431 its address has not changed since its certification as a small disadvantaged business
 2432 concern or submission of its application for certification. The list of authorized
 2433 small disadvantaged business procurement mechanisms and regions is posted at
 2434 <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use
 2435 the list in effect on the date of this solicitation. “Address,” as used in this provision,
 2436 means the address of the offeror as listed on the Small Business Administration’s
 2437 register of small disadvantaged business concerns or the address on the completed
 2438 application that the concern has submitted to the Small Business Administration or
 2439 a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint
 2440 ventures, “address” refers to the address of the small disadvantaged business
 2441 concern that is participating in the joint venture.

K.3 3052.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 321991.

(2) The small business size standard is 500 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The Offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The Offeror represents as part of its offer that--
- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The Offeror represents as part of its offer that--
- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (7) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

- (8) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

FEMA will obtain data on certifications and representations through ORCA (<http://orca.bpn.gov>) for each firm submitting a response to this Solicitation. All Offerors are cautioned to ensure that all ORCA data for their firms is accurate and up to date as incorrect information may also lead to an Offeror being determined non-responsive by the Contracting Officer. The Offerors representations and certifications shall be incorporated into the contract upon award. Instructions for accessing ORCA and completing standard representations and certifications via ORCA are below.

**K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR
LAW LISTED END PRODUCTS (FEB 2001)**

(a) *Definition.* Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) *Certification.* The Government will not make award to an Offeror unless the Offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The Offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The Offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(End of provision)

K.7 52.225-18 PLACE OF MANUFACTURE (SEP 2006)

(a) *Definitions.* As used in this clause—

2646 “Manufactured end product” means any end product in Federal Supply Classes (FSC)
2647 1000-9999, except—

- 2648 (1) FSC 5510, Lumber and Related Basic Wood Materials;
- 2649 (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- 2650 (3) FSG 88, Live Animals;
- 2651 (4) FSG 89, Food and Related Consumables;
- 2652 (5) FSC 9410, Crude Grades of Plant Materials;
- 2653 (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- 2654 (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- 2655 (8) FSC 9610, Ores;
- 2656 (9) FSC 9620, Minerals, Natural and Synthetic; and
- 2657 (10) FSC 9630, Additive Metal Materials.

2658 “Place of manufacture” means the place where an end product is assembled out of components,
2659 or otherwise made or processed from raw materials into the finished product that is to be
2660 provided to the Government. If a product is disassembled and reassembled, the place of
2661 reassembly is not the place of manufacture.

- 2662 (b) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the
2663 end products it expects to provide in response to this solicitation is predominantly—
- 2664 (1) ☐ In the United States (Check this box if the total anticipated price of offered end products
2665 manufactured in the United States exceeds the total anticipated price of offered end
2666 products manufactured outside the United States); or
 - 2667 (2) ☐ Outside the United States.

2668 (End of Section K)

2669

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

L.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 33, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

2696 (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR
2697 52.212-3(b) for those representations and certifications that the offeror shall complete
2698 electronically);

2699 (9) Acknowledgment of Solicitation Amendments;

2700 (10) Past performance information, when included as an evaluation factor, to include
2701 recent and relevant contracts for the same or similar items and other references (including
2702 contract numbers, points of contact with telephone numbers and other relevant
2703 information); and

2704 (11) If the offer is not submitted on the SF 33, include a statement specifying the extent of
2705 agreement with all terms, conditions, and provisions included in the solicitation. Offers
2706 that fail to furnish required representations or information, or reject the terms and
2707 conditions of the solicitation may be excluded from consideration.

2708 (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 90
2709 calendar days from the date specified for receipt of offers, unless another time period is specified
2710 in an addendum to the solicitation.

2711 (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or
2712 prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these
2713 samples shall be submitted at no expense to the Government, and returned at the sender's request
2714 and expense, unless they are destroyed during preaward testing.

2715 (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms
2716 and conditions or commercial items for satisfying the requirements of this solicitation. Each offer
2717 submitted will be evaluated separately.

2718 (f) *Late submissions, modifications, revisions, and withdrawals of offers.*

2719 (1) Offerors are responsible for submitting offers, and any modifications, revisions, or
2720 withdrawals, so as to reach the Government office designated in the solicitation by the time
2721 specified in the solicitation. If no time is specified in the solicitation, the time for receipt is
2722 4:30 p.m., local time, for the designated Government office on the date that offers or
2723 revisions are due.

2724 (2)

2725 (i) Any offer, modification, revision, or withdrawal of an offer received at the
2726 Government office designated in the solicitation after the exact time specified for
2727 receipt of offers is "late" and will not be considered unless it is received before

2728 award is made, the Contracting Officer determines that accepting the late offer
2729 would not unduly delay the acquisition; and—

2730 (A) If it was transmitted through an electronic commerce method
2731 authorized by the solicitation, it was received at the initial point of entry to
2732 the Government infrastructure not later than 5:00 p.m. one working day
2733 prior to the date specified for receipt of offers; or

2734 (B) There is acceptable evidence to establish that it was received at the
2735 Government installation designated for receipt of offers and was under the
2736 Government's control prior to the time set for receipt of offers; or

2737 (C) If this solicitation is a request for proposals, it was the only proposal
2738 received.

2739 (ii) However, a late modification of an otherwise successful offer, that makes its
2740 terms more favorable to the Government, will be considered at any time it is
2741 received and may be accepted.

2742 (3) Acceptable evidence to establish the time of receipt at the Government installation
2743 includes the time/date stamp of that installation on the offer wrapper, other documentary
2744 evidence of receipt maintained by the installation, or oral testimony or statements of
2745 Government personnel.

2746 (4) If an emergency or unanticipated event interrupts normal Government processes so that
2747 offers cannot be received at the Government office designated for receipt of offers by the
2748 exact time specified in the solicitation, and urgent Government requirements preclude
2749 amendment of the solicitation or other notice of an extension of the closing date, the time
2750 specified for receipt of offers will be deemed to be extended to the same time of day
2751 specified in the solicitation on the first work day on which normal Government processes
2752 resume.

2753 (5) Offers may be withdrawn by written notice received at any time before the exact time
2754 set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn
2755 orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile
2756 received at any time before the exact time set for receipt of offers, subject to the conditions
2757 specified in the solicitation concerning facsimile offers. An offer may be withdrawn in
2758 person by an offeror or its authorized representative if, before the exact time set for receipt
2759 of offers, the identity of the person requesting withdrawal is established and the person
2760 signs a receipt for the offer.

2761 (g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate
2762 offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer
2763 should contain the offeror's best terms from a price and technical standpoint. However, the
2764 Government reserves the right to conduct discussions if later determined by the Contracting
2765 Officer to be necessary. The Government may reject any or all offers if such action is in the public
2766 interest; accept other than the lowest offer; and waive informalities and minor irregularities in
2767 offers received.

2768 (h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless
2769 the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule,
2770 offers may not be submitted for quantities less than those specified. The Government reserves the
2771 right to make an award on any item for a quantity less than the quantity offered, at the unit prices
2772 offered, unless the offeror specifies otherwise in the offer.

2773 (i) Availability of requirements documents cited in the solicitation.

2774 (1)

2775 (i) The GSA Index of Federal Specifications, Standards and Commercial Item
2776 Descriptions, FPMR Part 101-29, and copies of specifications, standards, and
2777 commercial item descriptions cited in this solicitation may be obtained for a fee by
2778 submitting a request to--

2779 GSA Federal Supply Service Specifications Section

2780 Suite 8100
2781 470 L'Enfant Plaza, SW
2782 Washington, DC 20407
2783 Telephone (202) 619-8925)

2784 Facsimile (202 619-8978)

2785 (ii) If the General Services Administration, Department of Agriculture, or
2786 Department of Veterans Affairs issued this solicitation, a single copy of
2787 specifications, standards, and commercial item descriptions cited in this solicitation
2788 may be obtained free of charge by submitting a request to the addressee in
2789 paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

2790 (2) Most unclassified Defense specifications and standards may be downloaded from the
2791 following ASSIST websites--

2792 (i) ASSIST (<https://assist.dla.mil/online/start/>).

- 2793 (ii) Quick Search (<http://quicksearch.dla.mil/>).
- 2794 (iii) ASSISTdocs.com (<http://assistdocs.com>).
- 2795 (3) Documents not available from ASSIST may be ordered from the Department of
2796 Defense Single Stock Point (DoDSSP) by—
- 2797 (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- 2798 (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730
2799 to 1600 EST; or
- 2800 (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue,
2801 Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215)
2802 697-1462.
- 2803 (4) Nongovernment (voluntary) standards must be obtained from the organization
2804 responsible for their preparation, publication, or maintenance.
- 2805 (j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$3,000, and
2806 offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for
2807 Award Management (SAM) database. The offeror shall enter, in the block with its name and
2808 address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the
2809 DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the
2810 DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to
2811 establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT)
2812 accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS
2813 number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United
2814 States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at
2815 <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the
2816 local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror
2817 for a Government contract when contacting the local Dun and Bradstreet office.
- 2818 (k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by
2819 submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall
2820 be registered in the SAM database prior to award, during performance and through final payment
2821 of any contract resulting from this solicitation. If the Offeror does not become registered in the
2822 SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will
2823 proceed to award to the next otherwise successful registered Offeror. Offerors may obtain
2824 information on registration and annual confirmation requirements via the SAM database accessed
2825 through <https://www.acquisition.gov>.

2826 (1) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall
2827 disclose the following information, if applicable:

2828 (1) The agency's evaluation of the significant weak or deficient factors in the debriefed
2829 offeror's offer.

2830 (2) The overall evaluated cost or price and technical rating of the successful and debriefed
2831 offeror and past performance information on the debriefed offeror.

2832 (3) The overall ranking of all offerors, when any ranking was developed by the agency
2833 during source selection.

2834 (4) A summary of rationale for award;

2835 (5) For acquisitions of commercial items, the make and model of the item to be delivered
2836 by the successful offeror.

2837 (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether
2838 source-selection procedures set forth in the solicitation, applicable regulations, and other
2839 applicable authorities were followed by the agency.

2840 **ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL**
2841 **ITEMS**

2842 The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

2843 **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

2844 The Government contemplates award of multiple, Indefinite Delivery/Indefinite Quantity (IDIQ),
2845 Firm Fixed Price contracts resulting from this solicitation.

2846 **L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

2847 (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed
2848 directly with an agency, and copies of any protests that are filed with the Government
2849 Accountability Office (GAO), shall be served on the Contracting Officer (addressed as
2850 follows) by obtaining written and dated acknowledgment of receipt from: Armetia Cato

2851 **Hand-Carried Address:**

2852 Federal Emergency Management Agency
2853 395 E Street, S.W., 5th Floor W82
2854 Washington DC 20472

2855 **Mailing Address:**

2856 Federal Emergency Management Agency
2857 395 E Street, S.W., 5th Floor W82
2858 Washington DC 20472

2859 (b) The copy of any protest shall be received in the office designated above within one day of
2860 filing a protest with the GAO.

2861 **L.5 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS**

2862 A. Preface

2863 Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns
2864 raised by an interested party. FEMA offers, as an option for dispute resolution, Alternative Dispute
2865 Resolution (ADR). ADR in an informal, expeditious and inexpensive way to resolve contract
2866 issues and is designed to promote satisfying solutions and fair procedures. For more information
2867 on FEMA's ADR services, please contact FEMA's ADR office at the following address:

2868 ADR Director
2869 Federal Emergency Management Agency
2870 400 Virginia Ave, SW Ste. 120
2871 Washington, DC 20472
2872 202-646-4094

2873 If concerns cannot be resolved, protesters may use these procedures when a resolution is requested
2874 from the agency.

2875 These procedures have been designed to create an avenue for resolving third party grievances in
2876 connection with the acquisition process outside of formal processes through the Government
2877 Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an
2878 agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest
2879 through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the
2880 agency protest.

2881 Pursuing an agency protest does not extend the time for obtaining a stay at GAO.

2882 These procedures are in addition to the existing protest procedures contained in FAR Subpart
2883 33.103.

2884 B. Definitions.

2885 (1) "Agency protest," as used in this SOP, is one that may be filed with either the Contracting
2886 Officer or the officer responsible for the resolution of all agency protests filed at the level
2887 above the Contracting Officer.

(2) "Ombudsman," as used in this SOP, is the agency official above the level of the Contracting Officer designated by the Director of the Acquisition Management Division to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the Ombudsman.

(3) "Day," as used in this SOP, is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

C. Submission Guidelines.

(1) Agency protests may be filed through the Contracting Officer or, at the level above the Contracting Officer, through the Ombudsman either by FAX transmission or by "Certified Mail" (Return Receipt Requested) as follows:

a. Protests filed through the Contracting Officer or the Ombudsman must be emailed or faxed to:

Armetia Cato (Contracting Officer)
Federal Emergency Management Agency
500 C Street, S.W., PP 5th Floor
Washington, DC 20472
Armetia.Cato@fema.dhs.gov

Or

Darrien Demps (Ombudsman)
Federal Emergency Management Agency
500 C Street, S.W., PP 5th Floor
Washington, DC 20472
Darrien.Demps@fema.dhs.gov

b. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest".

c. If the protester submits the protest directly through the Ombudsman, the protester must also, within one (1) day of submitting the protest to the Ombudsman, submit a copy of the protest to the responsible Contracting Officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).

2921 (2) To be filed on a given day, protests and any subsequent appeals must be received by 4:30
2922 PM, current-local time. Any protests received after that time will be considered to be filed
2923 on the next day.

2924 (3) Protest submissions will not be considered filed until all of the following information is
2925 provided:

- 2926 a. the protester's name, address, telephone number and fax number;
- 2927 b. the solicitation or contract number;
- 2928 c. a detailed statement of all factual and legal grounds for protests, to include an
2929 explanation of how the protester was prejudiced;
- 2930 d. copies of relevant documents;
- 2931 e. a request for ruling by the agency;
- 2932 f. a statement detailing the form of relief requested;
- 2933 g. all information establishing that the protester is an interested party for the purposes of
2934 filing a protest; and
- 2935 h. all information establishing the timeliness of the protest.

2936 (4) All protests must be signed by an authorized representative of the protester, and must be
2937 addressed to the Contracting Officer or the Ombudsman.

2938 D. Timeliness/Resolution of Protests.

2939 (1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid
2940 opening or the time set for receipt of initial proposals shall be filed prior to bid opening or
2941 the time set for receipt of initial proposals. In procurements where proposals are
2942 requested, alleged improprieties which do not exist in the initial solicitation but which are
2943 subsequently incorporated into the solicitation must be protested not later than the next
2944 closing time for receipt of proposals following the incorporation.

2945 (2) Protests other than those covered by paragraph (1) of this section shall be filed not later
2946 than 10 days after the basis of protest is known or should have been known (whichever is
2947 earlier), with the exception of protests challenging a procurement conducted on the basis
2948 of competitive proposals under which a debriefing is requested and, when requested, is
2949 required. In such cases, with respect to any protest basis which is known or should have
2950 been known either before or as a result of the debriefing, the initial protest shall not be
2951 filed before the debriefing date offered to the protester, but shall be filed not later than 10
2952 days after the date on which the debriefing is held.

2953 (3) Protests filed through the Contracting Officer.

2954 a. Within twenty (20) days after the protest is filed through the Contracting Officer, the
2955 Contracting Officer will send a written ruling and a summary of the reasons supporting
2956 the ruling to the protester by "Certified Mail (Return Receipt Requested)".

2957 b. Appeals

- 2958 i. Protesters who filed protests through the Contracting Officer may, within five (5)
2959 days of receipt of the Contracting Officer's written ruling, appeal to the Ombudsman.
2960 ii. Requests for Appellate Review must be submitted to the Ombudsman by FAX
2961 transmission or by "Certified Mail" (Return Receipt Requested).
2962 iii. The Ombudsman will send a written ruling and a summary of the reasons
2963 supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)"
2964 within ten (10) days of receipt of the request for appellate review of the Contracting
2965 Officer's decision.
2966 iv. In accordance with FAR 33.103(d)(4) and 4 C.F.R 21.2(a)(3), if there is an agency
2967 appellate review of the Contracting Officer's decision on the protest, it will not extend
2968 GAO'S timeliness requirements. Therefore, any subsequent protest to the GAO must
2969 be filed within ten (10) days of knowledge of initial adverse agency action.

2970 (4) Protests filed through the Ombudsman:

- 2971 a. If the protester protests directly through the Ombudsman, the Ombudsman will send a
2972 written ruling and a summary of the reasons supporting the ruling to the protester by
2973 "Certified Mail (Mail Receipt Requested)" within thirty-five (35) days after the protest
2974 was filed.
2975 b. Protests filed directly through the Ombudsman cannot be appealed within the agency.

2976 E. Dismissal of Protests.

2977 The agency may dismiss protests when protesters file protests through the GAO or CFC while their
2978 protests are pending at the agency level; and for failure to comply with any of the requirements of
2979 these agency protest procedures. For example, the agency may dismiss protests that are
2980 procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly
2981 state legally sufficient grounds of protest).

2982 **L.6 DELIVERY ORDER OMBUDSMAN (Post-Award)**

2983 A Delivery Order Ombudsman has been established for this procurement. The role of the
2984 Ombudsman is to provide contractors and other interested parties a conduit to address issues of
2985 impropriety on the part of the Government officials and other concerns not suitable for a more
2986 open forum. Offerors may contact the Delivery Order Ombudsman directly at the number below:

2987 Clifford Oliver CEM, CBCP

2988 Director, Acquisition Program and Planning Division

2989 Office of the Chief Procurement Officer
2990 FEMA/DHS
2991 (202) 646-4631

2992 **L.7 NUMBER OF CONTRACT AWARDS AND IDENTIFICATION OF CONTRACT**
2993 **AWARDS RESERVED FOR SMALL BUSINESS CONCERNS**

2994 This acquisition will be a multiple award IDIQ contract with an expectation of six awards. This
2995 solicitation is a small business reserve. FEMA will issue at least two (2) awards to small
2996 businesses. FEMA anticipates that the award types will be comprised of between two (2) and four
2997 (4) Other Than Small Business awards and between two (2) and six (6) Small Business awards.

2998 **L.8 PROPOSAL SUBMISSION**

2999 **FAILURE TO CONFORM TO ANY OF THE MATERIAL REQUIREMENTS OF THE**
3000 **SOLICITATION MAY BE GROUNDS FOR REJECTION OF THE PROPOSAL.**

3001 **L.8.1 ADMINISTRATIVE REQUIREMENTS:**

3002 a. The Offeror's proposal shall consist of five volumes.

3003 The Volumes are:

- 3004 I – Technical
3005 II – Past Performance
3006 III – Corporate Qualifications and Experience
3007 IV – Price, and
3008 V – Business Proposal

3009 Proposals and non-price factors (Technical, Past Performance, Corporate Qualifications and
3010 Experience) will be evaluated in accordance with the solicitation criteria. Non-technical factor
3011 (cost/price) will be evaluated separately. The Business Proposal will be reviewed for
3012 conformance with the stated criteria. Failure to submit all the data in the format indicated and
3013 in conformance with the stated criteria may be cause for determining a proposal incomplete
3014 and, therefore, not considered for evaluation, and for subsequent award.

3015 The use of hyperlinks in proposals is prohibited.

3016 b. The pages of the proposal shall use the following page setup/format parameters:

- 3017 • Margins – Top, Bottom, Left, Right - 1”
3018 • From Edge – Header, Footer - 1”
3019 • Page Size, Width – 8.5”
3020 • Page Size, Height – 11”
3021 • No Gutter

- 3022 • Each paragraph shall be separated by at least one blank line equal to the required font. A
 3023 standard, 12 -point minimum font size applies. Arial or Times New Roman fonts are
 3024 required. Tables and illustrations may use a reduced font size not less than 8-point and
 3025 may be landscape.

3026 c. Cover - The cover page shall include the following also see FAR 52.215-1(c)(2):

3027 Title of Proposal
 3028 Volume Title (i.e. Technical)
 3029 Volume Number
 3030 RFP Number
 3031 Name, address and telephone number of the Offeror
 3032 Duns Number, TIN

3033 d. The proposal shall be clearly indexed and logically assembled. Each volume shall be
 3034 clearly identified with a Tab. All pages of each volume shall be appropriately numbered and
 3035 identified by date and solicitation number in the header and/or footer. A Table of Contents
 3036 shall be included.

3037 e. Each section shall include tab or sub tab clearly identifying the specific item within the tab or
 3038 sub tab. For example:

- 3039 • Each unit type shall have a sub-tab within Volume I – Tab 3 identifying the item type.
 3040 This will result in 16 sub-tabs if an Offeror is proposing FEMA Northern and Southern
 3041 units. If the Offeror is proposing CONUS units there shall be 8 sub-tabs within Volume
 3042 I – Tab 2. Common items, such as furniture, need to be presented once if the furniture
 3043 is being used in multiple unit types.
- 3044 • When providing information for items such as furniture the Offeror shall provide a list
 3045 of furniture to be included with the MHU in Volume I – Tab 3 –Sub-Tab. The list shall
 3046 at a minimum provide the quantity of each type of furniture being provided, the
 3047 location(s) within the MHU that the furniture is designated to be used and a
 3048 title/description so that FEMA is able to locate the appropriate cut sheet in Volume I –
 3049 Tab 4.
- 3050 • Volume I – Tab 4 shall have one cut sheet for each type/model of the piece of furniture
 3051 being provided.

3052 f. Page Limitations & Copies Required:

Identification	Maximum one (1) 3” Binder for each Volume	Copies Required
Volume I - Technical	Tab 1 and 2 combined (50 pages) Maximum. Tab 5 is limited to 45 pages and is not	1 original and 5 copies and one CD/DVD with

	<p>included in the 50 pages for Tabs 1 & 2. Tabs 3, 4, 6, 7, 8, 9 and 10 are not included in either of the page counts:</p> <p>Tab 1 – Technical Capability Tab 2 – Method & Approach Tab 3 – Plans and Drawings (DAPIA Certified) Tab 4 – Furniture Tab 5 – Quality Control Plan including summary(45 pages maximum) Tab 6 – HUD Certification Requirements</p> <ul style="list-style-type: none"> • DAPIA/ IPIA Certification Report • Approved Alternative Constructions Letter (If required) <p>Tab 7 – Express unit (Additional Information) Tab 8 – CONUS unit (Additional Information) Tab 9 – FEMA Rugged Based Performance Requirements Matrix Tab 10 – MHU Dimension Table</p>	documents in PDF, and manufactured home design documents readable in Native AutoCAD 2013
Volume II – Past Performance	25 pages	1 original and 5 copies
Volume III- Corporate Qualifications and Experience	25 pages	1 original and 5 copies
Volume IV - Price	No Page Maximum Section B & Attachment 1 completed	1 original, 1 hard copy & 1 soft copy (Excel Spreadsheet)
Volume V – Business Proposal	<p>15 Page Maximum for Tab 2. Tabs 1, 3, 4 and 5 are not included in the page count.</p> <p>Tab 1 – Solicitation, Offer and Award Documents Tab 2 – Small Business Participation and Subcontracting Plan Tab 3 – Evidence Of Responsibility Tab 4 – Letters of Commitment (Subcontractors) Tab 5 – Partnering Agreement</p>	1 original and 5 copies
VOLUME SUBMISSION REQUIREMENTS AND PACKAGING: All Volumes shall be bound so that the Volume can be laid flat on a table. Volume I, II, III, and V shall be included in one (1) Binder. Volume IV shall be submitted in a separate binder. All pages that exceed page count will be discarded and will not be evaluated.		

Types of Binding that are acceptable include: Comb Binding; Coil Binding; Twin Loop Wire Binding; and, providing the Volumes in “3-Ring Binders.”

Types of Binding that are not acceptable include: Saddle Stitching; Velo Binding; and Perfect Binding.

3053 g. The Offeror shall confine submissions to essential matters, sufficient to define the proposal
3054 and provide adequate basis for evaluation. Offerors are responsible for including sufficient
3055 details, in a concise manner to permit a complete and accurate evaluation of each proposal

3056 **L.8.2 SUBSTANTIVE REQUIREMENTS FOR EACH VOLUME**

3057 Substantive Requirements for each volume are listed as follows:

3058 **8.2.a VOLUME I, TECHNICAL.** The Offeror must submit a proposal to build either both
3059 Northern and Southern MHUs **OR** CONUS MHUs using the requirements identified in
3060 *Statement of Work* (Section C) and this solicitation. The technical proposal must
3061 demonstrate experience, thorough understanding of and the ability to comply with all
3062 requirements of the *Solicitation, Statement of Work* (Section C) and the *FEMA Rugged*
3063 *Base Performance Requirements Version BB (Attachment 2)*.

3064 Note 1: General statements that the Offeror can or will comply with the requirements,
3065 or which merely repeat or paraphrase the requirements in whole or in part will not
3066 constitute compliance. The proposal shall have technical merit supported by facts and
3067 detailed explanation of the Offeror’s capability to perform this requirement.

3068 Note 2: The Offeror shall not include any pricing information within Volume I.

3069 Technical binder shall be arranged as follows:

3070 Tab 1, The Offeror shall address their technical capability to adequately
3071 perform the requirements set forth in the *Statement of Work* (Section C),
3072 and the *FEMA Rugged Base Performance Requirements version BB*. The
3073 Offeror shall describe in sufficient detail an understanding of the
3074 solicitation requirements regarding its capability to meet the
3075 production/delivery requirements of prospective contract/delivery orders.

3076
3077 Tab 2, The overview of the Offeror’s method and approach for the timely
3078 delivery of quality products conforming to contract requirements, including
3079 a description of skills and capabilities. Specifically, the Offeror shall
3080 provide a detailed plan which demonstrates how the Offeror’s production
3081 processes, capacity and resources will meet or exceed the requirements of
3082 the prospective contract/delivery orders, as specified in the *Production Rate*
3083 *by Business Type* table (See Table Below). For example, the plan shall

clearly state how many manufactured homes can be produced per week, per production line and per factory. Additionally, the Offeror shall provide the number of days per week and shifts per day that each production line and production facility will operate. Subcontractors and teaming arrangements proposed will be evaluated on the effectiveness of the proposed approach for managing these arrangements to assure that the Government obtains an integrated team in an efficient and effective manner. Prime contractors will be responsible for showing and demonstrating subcontractor production capability, if applicable.

The Offeror's proposal shall demonstrate production capacity sufficient to produce multiple bedroom types at the weekly production rate set forth in the scenarios below.

The acceptable (minimum) production rate:

	<u>Production Rate by Business Type</u>		
<u>Business Type</u>	<u>Minimum Acceptable Production Rate</u>	<u>Ramp Up to Initial Production Rate</u>	<u>Ramp Up to Full or Proposed Production Rate</u>
<u>Other than Small Business</u>	<u>50 Units/week</u>	<u>4 weeks</u>	<u>2 additional weeks</u>
<u>Small Business</u>	<u>30 Units/Week</u>	<u>4 weeks</u>	<u>2 additional weeks</u>

Requirements for Other than Small Business Offerors:

- 50 Express units and/or, two bedroom units and/or, three bedroom units per week.
- The contractor will have 4 weeks to ramp up to initial production with an additional (2) weeks to ramp up to full minimum or proposed production rate.

Requirements for Small Business Offerors:

- 30 Express units and/or, two bedroom units and/or, three bedroom units per week.
- The contractor will have 4 weeks to ramp up to initial production with an additional (2) weeks to ramp up to full minimum or proposed production rate.

Tab 3, Plans/Drawings for:

- 3109 • All designs submitted to FEMA shall be DAPIA approved designs that
- 3110 are in compliance with *HUD Code 24 CFR § 3282.361 (b)(4)* Design
- 3111 approval.
- 3112 • Floor plan without furniture
- 3113 • Floor plan with furniture including all important dimensions Floor plan
- 3114 with furniture including clearly identified accessible routes and turning
- 3115 radiuses (UFAS models only)
- 3116 • Elevation for bathrooms including dimensions
- 3117 • Elevation for all areas of the kitchen including dimensions
- 3118 • Manufactured home outlines indicating the locations of the external
- 3119 utility connections. On this plan provide the distances from corners,
- 3120 doors and setback from external edge of manufactured home
- 3121 • One line (simplified) electrical drawing
- 3122 • Cut sheet (manufacturer's product description) of all proposed
- 3123 appliances
- 3124 • 3D Model readable by AutoCAD 2013, fully rendered

3125
3126 A complete set of plans shall be provided for each unit type. Plans shall include,
3127 but not be limited to, floor plan, electrical/plumbing diagrams, and a materials
3128 list with Material Safety Data Sheets (MSDS). All plans shall demonstrate
3129 certification from DAPIA that all plans meet 24 CFR 3280 ("HUD Code").

3130
3131 Each set of UFAS plan for each unit type, shall lay out/ demonstrate UFAS
3132 compliance.

3133
3134 The contractor may provide a plan annotated to indicate that the plan is used for
3135 more than one manufactured home design. (For example, if the plumbing plan is
3136 the same for an Express Unit (1) bedroom Northern and (1) bedroom Southern
3137 then a single plan can be provided).

3138
3139 Note: The requirements in HUD Code 24 CFR § 3282.361 (b)(2) do not require
3140 that a manufacturer supply duplicate information where systems are common to
3141 several floor plans; however, FEMA requires that all systems and subsystems,
3142 whether common or not, be submitted to the DAPIA for review and approval.
3143 Systems and subsystems that are common for the FEMA MHUs need only be
3144 submitted once for DAPIA review and approval. Systems or subsystems that are
3145 common to the manufacturer's product line must be submitted to ensure
3146 compliance with the solicitation requirements.

3147

3148 Tab 4, Furniture - The Offeror shall include cut sheets for each piece of furniture
3149 that the Offeror is proposing to use in the MHUs produced for FEMA.

3150
3151 Tab 5, Quality Control Plan - The Offeror's Quality Control Plan as described in
3152 section E.4 of this solicitation shall describe in detail how the contractor will
3153 assure high quality control in its manufacturing process while meeting the
3154 delivery schedule. The plan shall state how the contractor will verify that the
3155 homes are built to the HUD Code, DAPIA approved design, DAPIA approved
3156 Quality Control Manual, FEMA RBPRs, and the procurement specifications of
3157 this contract. The offeror shall also detail how they will maintain quality controls
3158 when the MHU goes to production (For prime contractor and sub-contractor) to
3159 meet the requirements set in this solicitation. The QCP shall demonstrate how
3160 the manufacturing plants will maintain quality control standards and maintain
3161 required certifications (i.e. IPIA) throughout the life of the contract (Base plus 4
3162 Option Years).

3163 The plan shall contain a chart of the organization showing by position, all
3164 personnel accountable for quality assurance, a list of tests and test equipment
3165 required, a station-by-station description of the manufacturing process, a list of
3166 inspections required at each station, and a list by title of personnel in the
3167 manufacturer's organization to be held responsible and accountable for each
3168 inspection.

3169 Other than Small Business Offerors are required to address how their Quality
3170 Control and Management Plan will ensure that Sub Contractor and/or Partners
3171 are in compliance with the Solicitation's requirements. If Small Business
3172 Offerors plan to use Sub Contractor and/or Partners for the production of MHUs
3173 they are also required to address how their Quality Control and Management
3174 Plan will ensure that Sub Contractor and/or Partners are in compliance with the
3175 Solicitation's requirements.

3176 The Offeror's proposal shall demonstrate how the prime contractor (Other than
3177 Small Business or Small Business) will ensure that any subcontractor or partner
3178 at any tier utilized for this contract/delivery order will have high quality controls,
3179 meet all applicable standards, requirements and obtain certifications required. In
3180 addition to the above, the Offeror shall demonstrate how they will apply and
3181 ensure quality control for products and services obtained by other means.
3182 Components of the Offeror's quality control plan shall be incorporated in the
3183 contract as additional language in Section E or any attachment there referred.
3184 Quality control manuals that are compliant with Code 24 CFR § 3282.361
3185 (c)(3), are considered to be a part of a quality control plan but not a complete
3186 quality control plan.

3187

3188 The Offeror shall submit The Quality Control Manual (QCM) which includes
3189 the Quality Control Program that has been certified by the DAPIA (“HUD”).
3190 The Offeror shall explain in the QCM how they will maintain IPIA certifications
3191 during the production of Manufactured Homes for FEMA.

3192 Offerors are encouraged to provide additional detail if their Quality Control
3193 Program has a manufacturing process that has been certified (or is expected to
3194 achieve certification) by a national or international body within 12 months of a
3195 submitted proposal.

3196 The Offeror shall demonstrate how their Quality Control Plan will ensure that
3197 each manufactured home will meet the requirements of FEMA’s RBPR.

3198 In addition, the Offeror shall provide information on their use of the quality
3199 control form. Refer to Section F.5.3 Deliverable #17 for additional details on the
3200 Quality Control Form.

3201

3202 Tab 6, HUD Certification Requirements – The Offeror shall include all
3203 certifications that are required to comply with HUD Code 24 CFR § 3282.361
3204 (b)(4) Design approval and 23 CFR § 3282.362 Production Inspection Primary
3205 Inspection Agencies (IPIAs).

3206

3207 Tab 7, Express 1 bedroom unit (Requirements) – This tab allows an Offeror to
3208 clearly describe a deviation, if any, from FEMA Rugged Base Performance
3209 Requirements (version BB) for Express (1 bedroom unit). If a proposed
3210 Express Unit design does not meet all of FEMA Rugged Base Performance
3211 Requirements (version BB), FEMA requires a description of the requirements
3212 not met and a rationale and/or trade-off illustrating the process the vendor used
3213 in making the decision(s).

3214

3215 Tab 8, CONUS unit Additional Information – This tab allows an Offeror to
3216 provide clear information concerning the additions, modifications or changes
3217 that the manufacturer has designed of a CONUS unit. In addition, the Offeror is
3218 allowed to provide information on any part of the CONUS unit’s design that is
3219 over and above the requirements as set forth in FEMA Rugged Base
3220 Performance Requirements (Version BB).

3221

Tab 9, FEMA Rugged Base Performance Requirement Matrix – This tab requires that the vendors demonstrate compliance with FEMA Rugged Base Performance Requirements (Version BB) (Section J: Attachment 3).

Tab 10, MHU Dimensions Table

This tab requires that the vendor demonstrate compliance with the size and dimensions.

Offerors are required to provide information in the appropriate Table in Attachment 17.

8.2.b VOLUME II, PAST PERFORMANCE. Offerors shall submit a list of no more than three Government and/or commercial contracts/delivery orders within the past (3) years for relevant and recent efforts. Relevant efforts are defined as efforts involving services/supplies of a similar nature, complexity, and magnitude to the effort required by this solicitation. Recent efforts are defined as contracts that are ongoing or that have been completed within three (3) years of the date of issuance of the solicitation/request for proposal. Information shall address your ability to meet 1) performance/technical requirements, 2) schedule, 3) cost control, 4) customer satisfaction, and 5) risk management.

Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. FEMA requires that Past Performance questionnaires are submitted directly to the Contracting Officer/Contract Specialist via email (either scanned or electronically signed) from the party filling out the questionnaire. The “official version” of the Past Performance Questionnaire will be the version sent directly to FEMA.

8.2.b.1 This volume shall be organized With a Tab for each Government and/or commercial contracts/delivery orders submitted. Within each TAB provide the past performance information in the following order clearly indicating where one area ends and the next begins:

8.2.b.1.a Contract Descriptions. This section shall include the following information in the following format:

(a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).

(b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

- (c) Government's technical representative/COR, and current e-mail address, telephone and fax numbers.
- (d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
- (e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.
- (f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
- (g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- (h) Awarded price/cost.
- (i) Final or projected final price/cost.
- (j) Original delivery schedule, including dates of start and completion of work.
- (k) Final, or projected final delivery schedule, including dates of start and completion of work.

8.2.b.1.b Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 8.2.b.1.a describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

- (a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- (b) For all contracts, the Offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to Government Furnished Equipment (GFE) component failures, and number and nature of failures attributable to the Offeror's delivered product.

8.2.b.1.c Section 3 – Subcontracts. Offerors shall provide an outline of how the effort required by the Government and/or commercial contracts/delivery orders submitted as part of the Past Performance evaluation for this solicitation were assigned for performance within the Offeror's corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW subparagraph number. This includes all subcontractors who will be providing critical supplies/services or whose subcontract is for more than 50% of the total proposed price.

8.2.b.2 The Past Performance Questionnaire (Section J – Attachment 14) is to be completed by the Offeror's listed references and submitted directly to the Contracting Officer/Contract Specialist as described above in Section 8.2.b.

The Offeror is responsible for ensuring references complete the questionnaires as required.

New Corporate Entities – New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited.

NOTE: FEMA reserves the right to contact the references and verify the information provided.

8.2.c VOLUME III, CORPORATE QUALIFICATIONS AND EXPERIENCE.

The offerors shall demonstrate corporate experience in successful recent, relevant and similar work of same complexity and scope of this solicitation in detail supported by facts. Offerors may use the contracts provided as part of the Past Performance submission or they may use alternate contracts. Offerors shall submit a list of no more than three Government and/or commercial contracts/delivery orders within the past (3) years for relevant and recent efforts. The offeror shall describe its general background, organizational structure, lines of authority, and the qualification of key personnel. The description of the experience shall clearly specify the following: (1) contract/delivery order number, (2) title of effort, (3) total potential dollar value, (4) performance period, (5) contractor role (prime or subcontractor, and (6) brief description of the effort. The offeror corporate qualification and experience shall demonstrate its capability to perform the requirement of this solicitation.

Small or newly formed firms shall demonstrate the corporate experience by clearly describing and supporting by facts, in terms of the experience of its senior technical and management personnel the capability of performing this requirement. They shall provide the same information indicated in the previous paragraph.

This volume shall be organized with a Tab for each Government and/or commercial contracts/delivery orders submitted for Corporate Qualification and Experience.

8.2.d VOLUME IV, PRICE.

Volume IV – Price shall be returned to FEMA using the spreadsheet provided as Attachment 1. FEMA will not accept pricing provided in any other way.

FEMA has developed a spreadsheet that encompasses both aspects of the Pricing Volume that will be evaluated: the cost for individual CLINs, and the result of the Pricing Scenario's CLIN costs. Offerors shall fill in the costs for each applicable type of MHU they are offering to provide in the area identified as Section B in the spreadsheet titled Section B. FEMA has developed cost scenarios that are linked to Section B and are completed automatically once the CLIN Table is populated.

The Offeror shall submit final prices completed in the schedule referenced in Section B of the solicitation. The Offeror shall submit the total unit price for each CLIN. The price schedule shall reflect data concerning all rates deemed necessary. The Offeror shall submit complete pricing for:

- 1) The base year; and,
- 2) Each option year

The Price proposal shall also include:

- 1) Pricing per CLIN of the base year, (provided by the Offeror)
- 2) Pricing per CLIN of all option years (1,2,3,and 4), (provided by the Offeror); and,
- 3) The contract scenario prices per Section B structure (Automatically completed by the FEMA provided Attachment 1: Pricing

Note: This contract includes an optional CLIN for ODCs (Other Direct Cost). The Government reserves the right to not execute this CLIN. This CLIN is for travel, and incidentals which may be unknown at the time of contract award.

8.2.e VOLUME V, BUSINESS PROPOSAL.

Within each TAB provide information in the following order clearly indicating where one area ends and the next begins:

Tab 1, Solicitation, Offer and Award Documents. Each Offeror shall complete (fill-in and signatures) the solicitation section indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33, any Amendments to the Solicitation, and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. Offeror is

responsible for ensuring that all completed forms and documents required of Volume V are provided. (Refer to Section L.8 Proposal Submission)

Tab 2, Small Business Participation and Subcontracting Plan: All Other Than Small Business Offerors shall provide an Acceptable Small Business Subcontracting Plan in compliance with, or exceeding, the DHS Small Business Subcontracting goals identified below. The Small Business Subcontracting Plan shall specify the relative identification of the small businesses to be utilized and the extent of the contractual commitment between the prime and the subcontractors. The goal will be applied to both the total value of the contract and the total value of the individual delivery orders awarded under this contract. The plan shall also identify corporate experience meeting subcontracting goals. For additional guidance regarding Subcontracting Plan Requirements refer to FAR 19.704.

Category	Subcontracting Goal
All Small Businesses	45%
Small Disadvantaged Businesses Overall (Both Section 8(a) and non-Section 8(a) Firms	10%
Women-Owned Small Businesses	5%
Service-Disabled Veteran-Owned Small Businesses	3%
Historically Underutilized Business Zone Small	3%

For Example:

The total value of a base year contract with 4 option years is \$5,000,000. The total amount to be subcontracted is 60% of \$5,000,000 which equals \$3,000,000. Of the \$3,000,000, the total amount to be subcontracted to large businesses is 35% which equals \$1,050,000. The total amount to be subcontracted to small businesses is 65% which equals \$1,950,000.

$\$1,050,000 + \$1,950,000 = \$3,000,000$. \$3,000,000 is the total amount to be subcontracted.

NOTE: The above (all the numbers and percentages) is an “Example only” to assist the offeror in calculating the total amount of subcontracting.

Tab 3, Evidence of Responsibility: The Offeror must submit sufficient evidence for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a Small Business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, Prime Offerors shall

submit information that clearly addresses each element of responsibility. To be determined responsible, a prospective contractor must:

- a. Have adequate resources, including financial, facilities, equipment and personnel, to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- c. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor will not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- d. Have a satisfactory record of integrity and business ethics;
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104- 3(a)); and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

Tab 4, Letters of Commitment (Subcontractors): The Business Proposal shall include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.

Tab 5, Partnering and Subcontracting Agreements:

If the Offeror is proposing any type of partnering arrangement (i.e., joint venture, teaming arrangement/agreement, sub-contracting arrangement; etc.) the Offeror must include in this TAB:

- 1) A description of the partnering agreement or a summary of the subcontract. The information provided for each proposed subcontractor or other partner must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed.
- 2) The period of time the arrangement is effective and signature of authorized individual(s) for both parties.

- 3438 3) A copy of the partnering document or subcontracting plan, which includes arrangement
3439 details (roles of both parties with regard to this solicitation and any contract that may
3440 result from this solicitation).

3441 **IF THE PERIOD OF THE ARRANGEMENT IS LESS THAN THE PERIOD OF**
3442 **PERFORMANCE (BASE AND ALL OPTION PERIODS) SPECIFIED IN THIS**
3443 **SOLICITATION THE OFFEROR WILL NOT RECEIVE FURTHER**
3444 **CONSIDERATION.**

3445 **L.8.3 PROPOSAL DELIVERY INSTRUCTIONS**

3446 a. Mailroom Procedure

3447 The proposal must be properly identified on the face of the envelope as set forth above in
3448 order to ensure that the date and time of receipt is stamped on the face of the proposal
3449 envelope since the Agency mailroom receiving procedures are: (a) date and time stamp
3450 those envelopes identified as proposals and deliver them as soon as possible to the
3451 appropriate procuring activity, and (b) only date stamp those envelopes which do not
3452 contain identification of the contents and deliver them to the appropriate procuring activity
3453 through the routine mail delivery procedures. If the above is followed proper consideration
3454 can be given to proposals. **Proposals due by 12:00pm EST on Aug 06, 2014.**

3455 b. Hand Deliveries to the Above Address

3456 If your proposal is hand delivered, adequate time should be allowed to provide
3457 identification to the FEMA guard service, obtain clearance to enter the facility, obtain a
3458 visitor pass from the guard, find parking, locate the appropriate building and room, and
3459 submit the proposal by the time specified in the solicitation.

3460 c. Proposal Soft Copy

3461 The Offeror shall provide the soft copy on either a CD or DVD, BluRay discs shall not be
3462 used. The only information on the CD or DVD shall be the proposal. FEMA has provided
3463 the file structure for the CD or DVD below:

3464 Disc Labeling: Each disc shall be clearly labeled with the Name of the Offeror; the
3465 Solicitation Number and the Date that the Disc was created in a way that will not allow the
3466 information to be removed.

3467 Each Volume shall be placed into its own Folder with Each Tab being a subfolder of the
3468 Volume Folder and Each Sub Tab being a subfolder of the Tab Sub folder. The soft copy
3469 shall include every page submitted to FEMA in the hard copy proposals in addition to the
3470 electronic requirements. The Offeror shall use the Folder and Sub Folder naming
3471 conventions provided. The following provides a folder structure guide:

- 3472 Volume I – Technical (Folder level)
- 3473 Tab 1 – Technical Capability (Sub-folder level of Volume I – Technical)
- 3474 Tab 2 – Method & Approach (Sub-folder level of Volume I – Technical)
- 3475 Tab 3 – Plans & Drawings (Sub-folder level of Volume I – Technical)
- 3476 MHU Unit Type (Sub-folder level of Volume I – Technical,
- 3477 Sub-folder of Plans and drawings)
- 3478 Note: One (1) Sub-folder level of Volume I – Technical,
- 3479 Sub-folder of Plans and drawings shall be provided for each
- 3480 MHU type submitted
- 3481 Tab 4 – Furniture
- 3482 Tab 5 – Quality Control Plan including summary (Sub-folder level of Volume I
- 3483 – Technical)
- 3484 Tab 6 – MHU HUD Certification Requirements (Sub-folder level of Volume I –
- 3485 Technical)
- 3486 Tab 7 – Express unit (Sub-folder level of Volume I – Technical)
- 3487 Tab 8 – CONUS unit (Sub-folder level of Volume I – Technical)
- 3488 Tab 9 – FEMA Rugged Base Performance Requirements Matrix
- 3489 Tab 10 – MHU Dimensions Table
- 3490 Volume II – Past Performance (Folder level)
- 3491 Volume III – Corporate Qualification and Experience (Folder level)
- 3492 Volume IV – Price (Folder level)
- 3493 Volume V – Business Proposal (Folder level)

3494 L.8.4 COMMUNICATION

- 3495 a. All communications in reference to this solicitation shall be directed to Mr. Rahsaan A.
- 3496 Edwards, Contract Specialist, who may be contacted by email at
- 3497 Rahsaan.Edwards@fema.dhs.gov, with copy to Armetia.Cato@fema.dhs.gov, the
- 3498 Contracting Officer. **Telephone inquiries will not be accepted.**
- 3499 b. Offerors must submit all technical questions concerning this solicitation in writing to the
- 3500 Contract Specialist using the attached comment matrix (Section J Attachment 15). The
- 3501 government will only respond to questions and comments that are made using the attached
- 3502 form. Questions or comments presented in any other format will not be addressed. All
- 3503 questions for this RFP are **due no later than 2:00pm EDT, July 11, 2014. All questions**
- 3504 **on the RFP shall be submitted using the Attachment 15, Comment Matrix.** Answers
- 3505 to all relevant and appropriate questions will be posted as an amendment to the solicitation.

3506 In the event multiple questions address the same issue, the Government reserves the right to
3507 answer a representative question that best exemplifies the issue.

3508 (End of Addendum to 52.212-1)

3509 END OF SECTION L

3510

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1. The full text of a solicitation provisions may be accessed electronically at this/these addresses:

<http://www.acquisition.gov>

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The government reserves the right to make multiple awards. Awards will be made to the Offeror(s) whose proposal conforms to the solicitation and represents the best value to the government considering price and non-price factors, FAR 15.101-1. In making its “Best Value” determination award will be made on a best value trade-off basis to the proposal(s) that are determined to be most beneficial to the Government with appropriate consideration given to the evaluation factors. The non-price evaluation factors that the government will use are as follows in their order of importance:

- Technical
- Past Performance
- Corporate Qualifications and Experience

Technical and Past Performance are rated equally in importance. Corporate Experience is less important than Technical and Past Performance when combined. All non-price factors, when combined, are significantly more important than the price factor. Offerors are cautioned that award may not necessarily be made to the lowest price Offeror.

(b) The Government will evaluate to ensure the Offeror’s Business Proposal includes the completion and submission of all applicable documentation (Volume V - Tabs 1through 5 [all Tabs]). An offeror will be considered Non-Responsive and may be eliminated from the competitive range if all applicable documentation (Volume V - Tabs 1through 5 [all Tabs]) are not submitted. The documents will be assessed for their correctness, completeness and accuracy of the information.

(c) Proposals must meet the stated criteria in order to be eligible for award, to include responsiveness, technical acceptability and responsibility. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal. Failure to submit all the data in the format indicated in Section L may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

(d) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS

The following provisions are incorporated into 52.212-2 as an addendum to this solicitation:

Proposals rated unsatisfactory for any non-price factor shall not be eligible for award and shall be removed from further consideration.

The Government reserves the right to conduct a Facility Visit to verify that the proposed facility(s) supports the Offeror's technical approach and stated capability. Any Offeror whose facility does not receive an acceptable rating will not be eligible for award.

Factors and Sub-factors to be Evaluated

The following evaluation factors and sub-factors will be used to evaluate each proposal. Award will be made to the Offeror(s) whose proposal(s) are most advantageous to the Government based on an integrated assessment of the evaluation factors and sub-factors described below.

Technical Factor

The Technical Factor is comprised of the following three sub-factors (Sub-factor A, FEMA Requirements Compliance/Understanding; Sub-factor B, Production Capability & Timeline; and Sub-factor C, Quality Control), listed in descending order of importance. Each sub-factor will be evaluated for compliance with solicitation requirements, strengths, weaknesses and deficiencies, omissions, and will receive an individual rating. Together, the sub-factors will form the basis for

the overall rating of: Outstanding, Acceptable, or Unacceptable. An unacceptable rating for any of the sub-factors shall result in an overall rating of unacceptable for the Technical Factor.

Technical Sub-factor A: FEMA Requirements Compliance/Understanding: (Tabs – 3,4,6,7,8,9, &10) - FEMA will review the submittal including the required drawings and plans for compliance with the Statement of Work (SOW) and FEMA RBPRs version BB. The Offeror shall provide information that demonstrates that the Offeror has a thorough understanding of the requirements and has the ability to meet all aspects of the FEMA RBPR (Version BB), the SOW and this solicitation. Solutions will be evaluated based on clarity of explanation, the supporting information and a demonstrated clear understanding of the requirements.

FEMA Rugged Base Requirements Compliance: FEMA will review the Offeror's response for each of the requirements in the FEMA RBPR Matrix (Version BB) for technical compliance/understanding. Technical items can be described in text with accompanying drawings or in text alone. Offerors shall identify where the reviewer can easily find each response in the proposal, i.e., provide a cross-reference.

Designs for standard (non-UFAS) and UFAS variants for each bedroom size (Express 1 bedroom, 1 bedroom, 2 bedrooms, and 3 bedrooms) will be evaluated for each unit type separately. Offers need only to include either both the Northern and Southern thermal zones **OR** the CONUS MHU.

The Offeror must meet 100% of the minimum essential requirements specified in Attachment 18. In the event the Offeror's submission does not meet the minimum essential requirements, the Offeror's proposal will be rated unacceptable for this sub-factor. All individual unit types will be evaluated for compliance individually.

Technical Sub-Factor B: Production Capability & Timeline (Technical Capability & Method and Approach): (Technical Tab -1 & Technical Tab - 2): The Government shall evaluate the Offeror's technical capability to meet the production/delivery requirements of prospective contract/delivery orders including production processes, capacity and resources. The Offeror's proposed approach will be evaluated for accuracy, clarity, completeness, reasonableness, realism, and credibility. Offeror's approach for managing proposed subcontractors and teaming arrangements will also be evaluated on the effectiveness of these arrangements to assure that the Government obtains an integrated team in an efficient and effective manner.

Additional considerations for Production Capability and Timeline evaluation:

Statements that an Offeror can meet or exceed the production capability and timeline without demonstrating ability through supporting facts to meet or exceed the production capability and timeline are not considered responsive for this factor.

Offerors who propose to meet the threshold production level may not be eligible to receive a rating of “Outstanding” for the production capability and timeline subfactor.

The demonstrated ability to produce multiple manufactured home types (as listed in this solicitation) simultaneously will be evaluated as a “strength.” The Offeror’s ability to exceed production minimums by more than 15% on all production will be considered a “ significant strength.”

Technical Sub-Factor C: Quality Control (Quality Control Plan including Summary): (Tab - 5)

The Offeror’s Quality Control Plan (QCP) will be evaluated to determine if the Offeror’s proposal presents a comprehensive quality control program that adequately describes the integrity of their manufacturing and quality processes, coupled with their overall execution of acceptable quality control practices. The QCP will be evaluated for accuracy, clarity, completeness, reasonableness, realism, and credibility.

Past Performance

The Government will evaluate the Offeror’s record of past and current performance to ascertain the probability of successfully performing the required effort. Past Performance will be evaluated as a measure of the Offeror’s ability to successfully perform this project based on demonstrated relevant and recent performance in supplying products and managing contracts/delivery orders. The government will conduct past performance assessment based on the quality, relevancy, and recency of the Offeror’s past performance, as well as that of the major subcontractors or partners who will manufacture MHUs for FEMA. Past performance evaluation will consider the extent of the offeror’s recent, relevant, and demonstrated ability to meet this project’s: 1) performance/technical requirements, 2) schedule, 3) cost control, 4) customer satisfaction, and 5) risk management.

Relevant efforts are defined as efforts involving services/supplies of a similar nature, complexity, and magnitude to the effort required by this solicitation. Recency of an effort is defined as contracts that are ongoing or that have been completed within four (4) years of the date of issuance of the solicitation/request for proposal.

The Offeror’s past performance as a prime contractor or subcontractor, and that of any major subcontractor’s or other major partners, will be evaluated based on the past performance information provided by the offeror in accordance with Section L, Volume II Past Performance, Past Performance Questionnaires, as well as data obtained by other sources. The Government reserves the right to obtain and utilize information obtained from any other source, e.g. CPARS, in addition to the information provided by the Offeror. The Government may consider a wide array of information from a variety of sources, but is not compelled to rely on all of the information available. Past Performance evaluation will determine, based on the relevance, and quality of the

Offeror's past performance, the degree of performance risk associated with the Offeror's past performance.

In the absence of any recent and relevant past performance history *or when the performance record is so sparse that no meaningful rating can be reasonably assigned*, the Offeror will be assigned a rating of "Past Performance Neutral/Unknown Risk" which is neither a negative nor positive assessment.

Corporate Qualifications and Experience

Corporate Qualifications and Experience will be evaluated to allow FEMA to determine the degree to which the offeror has previously encountered the kinds of work, uncertainties, challenges, and risk that it is likely to encounter under the prospective contract and the offeror's relative capability. The government will evaluate demonstrated corporate experience by 1) depth and breadth of experience of its senior technical and management personnel, 2) the contribution, involvement and success of the senior technical and management personnel as well as the response to requirements as described in Section L will be evaluated. The government reserves the right to verify all and every information that has been provided.

Facility Visit: The Government reserves the right to conduct a Facility Visit to verify that the proposed facility(s) supports the offeror's technical approach and stated capability. FEMA has attached a production facility inspection report (see Attachment 10) that the designated FEMA representatives will use during any pre-award facility visit. Facilities of any subcontractors or partners who will manufacture MHUs for FEMA may also be evaluated. FEMA may evaluate none, some or all of the proposed production facilities.

Facilities will be evaluated and rated as acceptable, neutral or unacceptable. Facilities that are not visited will receive either an acceptable or neutral rating. If FEMA chooses not to visit the facility because the Agency has received acceptable MHUs and deems a site visit not to be required FEMA can rate the facility as acceptable. If the Agency chooses not to visit the facility for other reasons (e.g., multiple facilities proposed by an Offeror) those facilities will be given a neutral rating. Offerors receiving a rating of unacceptable will not be eligible for award. The evaluation of production capability will look specifically at operational facilities, assembly process, number of manufacturing production lines, and availability of material and staff. FEMA will only consider **"active" and "mothballed" facilities**. (Mothballed is defined as a facility that is not actively producing Manufacturing Housing units but has been kept in working order so that production may be restored quickly if needed.)

PROPOSAL DEFINITIONS AND RATINGS

Deficiency – A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Strength – Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.

Significant Strength – A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

Weakness – A flaw in a proposal that increases the risk of unsuccessful contract performance.

Significant Weakness – A flaw that appreciably increases the risk of unsuccessful contract performance.

The following table contains the ratings used for the **Technical Factor, Technical Sub-factors, Corporate Qualifications and Experience**, as well as the **Overall Proposal Rating**.

Rating	Definition
Outstanding	Proposal demonstrates an excellent understanding of the requirements and an approach that significantly exceeds performance or capability standards. Proposal has strengths that will significantly benefit the Government and risk of unsuccessful performance is very low.
Acceptable	Proposal demonstrates an understanding of the requirements and an approach that meets performance or capability standards. Proposal presents an acceptable solution with few or no strengths and risk of unsuccessful performance is moderate.
Unacceptable	Proposal fails to meet requirements and one or more deficiencies exist for which correction would require a major revision or redirection of the proposal. A contract cannot be awarded with this proposal as the risk of unsuccessful performance is high.

3695 **Evaluation Ratings for Past Performance**

Rating System for Past Performance Evaluation Factors	
Rating	Definition
Neutral	No relevant performance record is identifiable upon which to base a meaningful performance rating. A search was unable to identify any relevant past performance information for the offeror, key personnel, or subcontractors. This is neither a negative or positive
Superior	Based on the offeror's past performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Satisfactory	Based on the offeror's past performance record, it is likely that the offeror will successfully perform the required effort.
Unsatisfactory	Based on the offeror's past performance record, it is not likely that the offeror will successfully perform the required effort.

3696

3697 **Price Evaluation**

3698 This contract will be a Firm-Fixed-Price contract. The Government will evaluate price
 3699 reasonableness for the fixed price effort. Price analysis will be conducted in accordance with
 3700 FAR 15.305(a)(1) and FAR 15.404-1(b) to ensure that a "fair and reasonable" price is paid by the
 3701 Government. The base and all option years will be included in the price calculation. The
 3702 Government will evaluate offers for award purposes by considering the firm-fixed prices for all
 3703 contract line items, or CLINs, the CLINs individually and the relevant Pricing Scenarios.

3704 The unit price supplied by the Offeror shall be submitted on the Price Schedule which is the
 3705 attachment (Attachment 1) to Section B in the spaces provided and shall constitute the total
 3706 firm-fixed price for that item. Offerors shall also submit responses to the applicable scenarios.
 3707 These submissions will be used to evaluate price reasonableness and is for proposal evaluation
 3708 purposes only. Offerors shall use the same prices that are proposed in Section B for the prices
 3709 provided in the scenario. Reasonableness will be based on the total evaluated price. The total
 3710 evaluated price will be calculated as the sum of the firm-fixed prices for all CLINs for each option
 3711 year (total of Section B Unit Pricing of Attachment 1) *and* the total cost for the proposed Pricing
 3712 Scenarios (Scenarios 1c and 1d of Attachment 1 – Northern and Southern *or* CONUS) ..

3713 If the Price Proposal is not returned using the FEMA provided spreadsheet or does not include the
 3714 required items, the Price Proposal will not be evaluated and the Offeror will be removed from any
 3715 further consideration. The submission requirements for the Price Proposal are described in Section
 3716 L.

3717 **Business Proposal**

3718 The Government will evaluate to ensure the Offeror's Business Proposal includes the completion
 3719 and submission of all applicable documentation (Volume V - Tabs 1through 5 [all Tabs]). An

3720 offeror will be considered Non-Responsive and may be eliminated from the competitive range if
 3721 all applicable documentation (Volume V - Tabs 1 through 5 [all Tabs]) are not submitted. The
 3722 documents will be assessed for their correctness, completeness and accuracy of the information.

3723 The sub-contracting plan requirement below applies only to Offerors submitting proposals as
 3724 “Other than Small Business.”

3725 The Offeror’s subcontracting plan (FAR 19.7) will be evaluated to determine:

3726 The completeness of the plan in accordance with DHS goals as depicted in the table below and
 3727 FAR 52.219-8 and 52.219-9.

Category	Sub-contracting Goal
All Small Businesses	45%
Small Disadvantaged Businesses Overall (Both Section 8(a) and non-Section 8(a) firms)	10%
Woman-owned Small Businesses	5%
Service-Disabled Veteran-Owned Small Businesses	3%
Historically Underutilized Empowerment Zone Small Businesses	3%

3728

- 3729 1) The adequacy and realism of the proposed subcontracting goals,
 3730 2) The extent to which the Offeror demonstrates a commitment to subcontracting to achieve the
 3731 above-mentioned DHS goal.
 3732 3) In addition to provisions cited in FAR 17.207 Exercise of Options related FAR clauses cited
 3733 herein, exercise of option(s) will also be contingent upon contractor performance and ability to
 3734 meet subcontracting activities/goals, specifically achievement of DHS subcontracting goal.
 3735

3736 For Example:

3737 The total value of a base year contract with 4 option years is \$5,000,000. The total amount to be
 3738 subcontracted is 60% of \$5,000,000 which equals \$3,000,000. Of the \$3,000,000, the total
 3739 amount to be subcontracted to large businesses is 35% which equals \$1,050,000. The total
 3740 amount to be subcontracted to small businesses is 65% which equals \$1,950,000.

3741 $\$1,050,000 + \$1,950,000 = \$3,000,000$. \$3,000, 000 is the total amount to be subcontracted.

3742 In addition to submitting a subcontracting plan as stated above, the successful Offeror or Offerors,
3743 if more than one contract is awarded under this solicitation that meets the requirement for a
3744 subcontracting plan, must comply with the Federal Register Final Rule, August 15, 2013,
3745 regarding the Small Business Administration's Subcontracting Program, 13 Code of Federal
3746 Regulations, Part 125.

3747 **M.3 BEST VALUE DETERMINATION**

3748 The SSA will base the source selection decision on an integrated assessment of the submitted
3749 proposals in accordance with the evaluation factors and sub-factors established within the
3750 solicitation.

3751
3752 The government intends to award without discussion. However the government reserves the right
3753 to hold discussions, if the government determines discussions are necessary. The government
3754 will first establish a competitive range then conduct discussions/negotiations in accordance with
3755 FAR Part 15.

3756

3757 (End of Addendum for 52.212-2)

3758 **END OF SECTION M**